

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, April 14, 2025, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve April 14, 2025, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from March 10, 2025, Regular Meeting**
 - b. Draft Financials March 2025**
 - c. Invoices through April 14, 2025**
 - d. Approval of the Scope of Work On Call Agreement, Stantec, Knox Pit Acquisition**
 - e. NEWT III Change Order Jacobs Property Restoration**
 - f. Pump Station1 Garney Construction and Ditesco Maintenance and Repair Agreements**
 - g. River Bluffs Reservoir Pump Agreement for Excess Capacity with River Bluffs LLC**
 - h. Water Supply & Storage Annual Lease Agreement**
 - i. Podtburg**
 - i. Approval of Distribution Line Easement Acquisitions**
 - i. Zone 1 West Transmission**
 - i. Town of Timnath**
 - ii. Three Water Supply and Storage Co. Crossing Agreements**
 - ii. Eaton Pipeline Phase III**
 - i. Graham Seep Crosssing Agreement**
 - j. Letter of Intent**
 - i. Eagle Ridge LLC**

6. Action: Approval of Resolution 20250414-01: Adopting an Updated Board of Directors Policy Manual (enclosure)
7. Action: Consider Approval of Resolution 20250414-02 Diligence Application for Water Supply and Storage Case # 03CW421 (enclosure)
8. Discussion and Action: Consider Approval of Amended and Restated Wholesale Customer Water Service Agreements (enclosure, privileged and confidential separate cover)
 - a. Town of Nunn - WSA
 - b. Town of Pierce - WSA
 - c. Town of Severance
 - i. Wholesale Discount Reinstatement
 - ii. Plant Investment Request
 - iii. WSA
 - d. NCWA Variance Request on March 1, 2025, Deadline For WSA
9. Action: Consider Approval of Settlement Agreement for Cost Related to Booth Land Tile Drain Crossing, Eaton Pipeline Phase 0 (enclosure, privileged and confidential separate cover)
10. Action: Consider Approval of Commercial Sector Under Allocated Letter of Intent (enclosure, privileged and confidential separate cover)
11. Action: Approval of Resolution 20250414-03: Amending a Policy Regarding Approving Development Documents and Agreements (enclosure)
12. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Amended Water Service Agreements, and Dairy Tolling Agreement
13. District Manager's Report: (enclosures)
 - a. Tap Sales
 - b. HB25-1211 Tap Fee Legislation
 - c. Zone 1 West Transmission Line and Tank 1C Bid Package
 - d. Letter to City of Thornton Design Criteria Segment E Pipeline
 - e. May 5, 2025, Board Meeting
 - f. NOCO Water Alliance
 - g. Tank 5 Coating
 - h. H2FM Montava WSSC Change Case Trial Extended and Reapplication Required
 - i. North Poudre Irrigation Company April 9, 2025, Board Meeting Monroe Diversion Capacity Meeting

ADJOURN _____.M.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: March 10, 2025, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Tad Stout, President
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary
Scott Cockroft, Secretary

Also present were Eric Reckentine, District General Manager, Garrett Mick, District Operations Manager; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Alison Gorsevski, Lyons Gaddis, District water counsel; Jamie Dickinson, Spencer Fane, District special counsel; Jan Sitterson and Richard Raines, Water Resources; Wendy Greenwald, The Solution PR; Amber Kauffman, Little Thompson Water District; Claire Bouchard, NoCo Foundation; and members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualifications to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. Director Stout indicated he would abstain from matters related to the Town of Severance due to prior service on the Severance

Town Board. The Directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion by Mr. Nelson, seconded by Ms. Hennen, the Board unanimously approved the agenda as amended to add a discussion regarding the addition of a cyber security contract.

PUBLIC COMMENT

None.

**CONSENT
MATTERS**

AGENDA

Upon motion by Mr. Cockroft, seconded by Mr. Pettinger, the following items on the consent agenda were unanimously approved, ratified and adopted:

- a. Minutes from February 10, 2025, Regular Meeting
- b. Draft Financials February 2025
- c. Invoices through March 10, 2025
- d. Substantial Completion Garney Construction NEWT III Transmission Line
- e. Approve Scope of Work 2024 Audit -Plante Moran

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board approved the following Water Supply & Storage Annual Lease Agreements at a 10% increase above assessment.

- i. Cook
- ii. Christensen
- iii. Heinze

Following discussion, upon a motion by Ms. Hennen, seconded by Mr. Nelson, the Board approved the following Distribution Line Easement Acquisitions, subject to confirmation of legal descriptions contained therein.

- i. RDJ - Zone 1 West Transmission Line Project

NoCO Water Alliance
Principals and Objectives,
Northern Colorado
Community Foundation

Ms. Kauffman & Ms. Bouchard presented to the Board related a desire for increased collaboration between the water providers, including the District, and NoCO Water Alliance to protect and conserve water resources. The entities will stay in contact, but no formal action was taken.

HB25-1211 Tap Fee
Legislation

Mr. Reckentine presented to the Board regarding coordinated opposition to HB25-1211 related to tap fees. Several water districts are coordinating to oppose the legislation. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board approved joining the opposition coalition, and contributing to the engagement of a lobbyist in the amount of \$2,000.

Consider Approval of
Coalition Agreement for
Lobbyist

May 2025 Director Election Update Candidate Bios on District Website	Mr. White updated the Board regarding the May 2025 election process. The Board discussed candidate bios to be posted on the District's website. The Board directed Mr. White to send bio request information to candidates to be posted on the website with a deadline to provide a response. The Board authorized Ms. Hennen to approve the form in candidate bio questionnaire.
Board Member Policy Manual Update	Mr. White presented the Board with the current version of the Board Member Policy Manual and discussed whether any updates were necessary as the Board also considers updates to its Rules and Regulations. The Board noted various Board meeting protocol changes made over the years that could be incorporated. Following discussion, Mr. White indicated he would present an updated policy for consideration at a future meeting.
Consider Approval of Acquisition of Water Rights	Mr. Reckentine presented to the Board that the District has already purchased 96 shares of C-BT in 2025 equal to its budget. The District can purchase more and amend its budget as it deems necessary. Mr. Reckentine recommended purchasing the proposed shares of Water Supply and Storage in order to diversify the District's water rights portfolio. Following discussion, upon a motion by Ms. Hennen, seconded by Mr. Cockroft, the Board approved the purchase of the 1/2 share of WSSC, 1/4 share of WSSC, and 1/4 share of WSSC as presented.
Approval of Purchase and Sale Agreement for 1/2 share of Water Supply and Storage	
Approval of Purchase and Sale Agreement for 1/4 share of Water Supply and Storage	
Approval of Purchase and Sale Agreement for 1/4 share of Water Supply and Storage	
Amended and Restated Wholesale Customer Water Service Agreements	The Board discussed comments to the Amended and Restated Water Service Agreements with the Town of Nunn, Town of Pierce, and Town of Severance in executive session.
Town of Nunn	No action was taken.
Town of Pierce	
Town of Severance	
Update Regarding Dairy Tolling Agreement	Ms. Dickinson updated the Board on the status of negotiations with the dairies in executive session.

No action was taken.

**Eagle View Farms Litigation
Court Order**

Ms. Dickinson notified the Board regarding the Court's order related to the Eagle View Farms litigation, which in large part, found in favor of the District, but required the District to pay lost profits to Eagle View Farms related to one lot.

The Board discussed the Court's order in the Executive Session.

Following the Executive Session, the Board authorized Ms. Dickinson to file a motion to reconsider the compensation amount owed to Eagle View Farms.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Acquisition of Water Rights, Amended Water Service Agreements, Dairy Tolling Agreement and Eagle View Farms Litigation

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board(s) enter into executive session for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Acquisition of Water Rights, Amended Water Service Agreements, Dairy Tolling Agreement and Eagle View Farms Litigation

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

Also pursuant to Section 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during the executive session.

The Board reconvened in regular session at 11:00 a.m.

**DISTRICT MANAGER'S
REPORT**

Tap Sales

Mr. Reckentine reported to the Board that there were 5 taps sold in 2025.

Town of Eaton WSA

Mr. Reckentine reported that the agreement has been executed.

Closed on 15 Units of C-BT

Mr. Reckentine reported that the District closed on the 15 shares of C-BT.

**Northern Colorado Water
Conservancy District Settles**

Lawsuit With Save the
Poudre for \$100 Million

Mr. Reckentine reported on the settlement by NCWCD with Save the Poudre. It is unknown what impact that will have on water providers in Northern Colorado.

Submitted Revised C-BT Cap
Calculation

CLPWA Grey Mountain
Water Right

Mr. Reckentine reported that the new C-BT calculation has been approved.

Mr. Reckentine reported that staff and counsel continue to work on the issues related to the Gray Mountain Water Right, but there is no update yet.

OTHER BUSINESS

Mr. Reckentine presented an agreement with Talos Technologies for cyber security firewall management. Following discussion, upon a motion duly made and seconded, the Board approved the agreement.

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District on March 10, 2025 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Acquisition of Water Rights, Amended Water Service Agreements, Dairy Tolling Agreement and Eagle View Farms Litigation

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
March 31, 2025

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	4,024,227.08	
1015 - COLO TRUST - GENERAL		20,836,156.65	
1017 - COLO TRUST- RRR		265,563.25	
1020 - COLO TRUST - 2022 BOND		23,715,146.24	
1030 - CASH DRAWER		200.00	
1035 - CONTRA CASH RESERVE		(2,656,503.00)	
1050 - CASH RESERVE (CWRPDA)		2,656,503.00	
1100 - AR WATER (DRIP)		1,517,978.64	
1102 - CUSTOMER DEPOSITS		(139,442.00)	
1105 - AR CONSTRUCTION METERS		101,581.84	
1116 - ACCOUNTS RECEIVABLE		9,219.39	
1230 - PREPAID INSURANCE		101,414.91	
1300 - INVENTORY		2,450,043.96	
Total Current Assets			52,882,089.96

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18	
1222 - CSU DRYING BEDS		28,612.00	
1225 - LAND & EASEMENTS		3,798,676.33	
1405 - WATER RIGHTS OWNED		107,542,451.44	
1407 - WATER STORAGE		6,854,560.95	
1415 - MACHINERY & EQUIPMENT		2,861,811.20	
1416 - DEPREC - MACH & EQUIP		(2,465,317.15)	
1420 - OFFICE EQUIPMENT		52,720.33	
1421 - DEPREC - OFFICE EQUIP		(52,720.11)	
1425 - PIPELINES		86,157,898.31	
1426 - DEPREC - PIPELINES		(29,377,134.79)	
1430 - STORAGE TANKS		3,812,663.06	
1431 - DEPREC - STORAGE TANKS		(1,898,616.99)	
1432 - MASTER METERS		689,854.53	
1433 - DEPREC MASTER METERS		(109,873.86)	
1435 - PUMP STATIONS		6,554,447.25	
1436 - DEPREC - PUMP STATIONS		(3,258,341.95)	
1437 - FILL STATION		15,555.00	
1438 - DEPREC - FILL STATION		(4,666.50)	
1440 - PAVING		254,642.20	
1441 - DEPREC - PAVING		(31,228.35)	
1445 - OFFICE BUILDING		1,667,567.41	
1446 - DEPREC - BUILDING		(651,554.51)	
1454 - CONSTRUCT IN PROGRESS		19,469,985.01	
Total Property and Equipment			202,453,865.99

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70	
1466 - Bond Cst of Issue '19		0.37	
Total Other Assets			22,849,611.07
Total Assets	\$		278,185,567.02

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	38,169.41
2216 - CONST MTR DEPOSITS		114,224.94
2022 Arbitrage Liability		692,799.00

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
March 31, 2025

2230 - ACCRUED WAGES	74,214.91	
2231 - ACCRUED COMP ABSENCES	202,423.24	
2232 - ACCRUED INTEREST	602,550.00	
2240 - Retainage Payable	<u>1,309,265.48</u>	
Total Current Liabilities		3,033,646.98
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	628,232.32	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	32,315,000.00	
2226.1 - 2022 Bond Premium	3,063,948.86	
2229 - PREMIUM ON 2009A LOAN	<u>29,318.29</u>	
Total Long-Term Liabilities		<u>53,961,499.47</u>
Total Liabilities		56,995,146.45
Capital		
2800 - RETAINED EARNINGS	222,734,810.39	
Net Income	<u>(1,544,389.82)</u>	
Total Capital		<u>221,190,420.57</u>
Total Liabilities & Capital	\$	<u><u>278,185,567.02</u></u>

NORTH WELD COUNTY WATER DISTRICT
Income Statement
For the Three Months Ending March 31, 2025

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
3000 - REVENUES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
3100 - OPERATING	0.00	0.00	0.00	0.00
3110 - METERED SALES	888,590.01	1,312,409.00	2,701,812.34	3,937,227.00
3111 - WATER ALLOC SURCHARGE	329,277.00	358,333.33	934,797.50	1,074,999.99
3112 - PLANT INVEST SURCHARGE	200,484.00	233,333.33	368,910.00	699,999.99
3113 - ADJUSTMENTS	46,869.24	0.00	28,890.91	0.00
3140 - CONST METER USAGE	30,884.57	18,129.00	42,983.91	54,387.00
3141 - CONSTR METER RENTAL	1,100.00	486.42	2,575.00	1,459.26
3142 - CONSTRUCT METER REPAIR	1,985.08	48.67	1,985.08	146.01
3150 - NON-POTABLE REIMBURSE	0.00	0.00	0.00	0.00
3160 - INTERCONNECT WATER	0.00	0.00	0.00	0.00
3200 - NON-OPERATING REVENUES	0.00	0.00	0.00	0.00
3210 INTEREST-COTRUST-GENERA	161,476.09	125,000.00	487,442.67	375,000.00
3211 INTEREST-COTRUST-BONDS	0.00	0.00	0.00	0.00
3220 - PORT PARTONAGE AGFINIT	14.03	71.67	14.03	215.01
3300 - NEW SERVICE	0.00	0.00	0.00	0.00
3310 - TAP (PI) FEES	1,992,900.00	275,000.00	1,992,900.00	825,000.00
3311 - DISTANCE FEES	548,000.00	15,315.83	548,000.00	45,947.49
3312 - WATER (ALLOCATION) FEE	73,500.00	17,500.00	(110,250.00)	52,500.00
3313 - WATER STORAGE FEES	0.00	0.00	0.00	0.00
3314 - INSTALLATION FEES	65,900.00	28,717.17	65,900.00	86,151.51
3315 - METER RELOCATION FEE	0.00	143.58	0.00	430.74
3316 - LINE EXTENSION FEE	0.00	13,265.08	0.00	39,795.24
3320 - NON-POTABLE TAP FEE	0.00	850.00	0.00	2,550.00
3321 - NON-POTABLE INSTALL	0.00	0.00	0.00	0.00
3330 - COMMITMENT LETTER FEE	200.00	0.00	65,600.00	0.00
3331 - REVIEW FEE	80.00	0.00	1,040.00	0.00
3332 - REVIEW DEPOSIT	0.00	0.00	0.00	0.00
3340 - INSPECTION FEE	0.00	0.00	0.00	0.00
3350 - SUPPLEMENTAL FEE	0.00	0.00	0.00	0.00
3360 - OFFSITE INFRASTRUCTURE	0.00	0.00	0.00	0.00
3400 - AG WATER	0.00	0.00	0.00	0.00
3410 - WATER RENTAL	0.00	1,578.58	0.00	4,735.74
3415 - WSSC RETURN FLOW RENTA	0.00	0.00	0.00	0.00
3420 - WATER LEASE	0.00	0.00	0.00	0.00
3425 - WILDWING - NON-POTABLE	0.00	0.00	0.00	0.00
3500 - MISCELLANEOUS	9,375.00	0.00	61,174.53	0.00
3510 - CAR TIME	0.00	0.00	0.00	0.00
3520 - TRANSFER FEES	675.00	850.00	1,800.00	2,550.00
3530 - RISE TOWER RENT	300.00	698.75	900.00	2,096.25
3540 - SAFETY GRANT (CSD)	0.00	0.00	0.00	0.00
3550 - FEMA GRANT (EMBANKMEN	0.00	0.00	0.00	0.00
3560 - BACKFLOW TESTING FEE	0.00	0.00	0.00	0.00
3600 - FARM INCOME	0.00	813.67	0.00	2,441.01
3610 - MINERAL/OIL/GAS RIGHTS	0.00	5,630.83	135.82	16,892.49
3620 - WATER RIGHTS (SALES)	0.00	0.00	0.00	0.00
3621 - CONVERSION FEE	0.00	0.00	0.00	0.00
3622 - CAPITAL CONTRIBUTION	0.00	0.00	0.00	0.00
3623 - ADMINISTRATIVE FEE	0.00	0.00	0.00	0.00
3630 - LAND SALES	0.00	0.00	0.00	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	47.83	0.00	143.49
3700 - BOND PROCEEDS	0.00	0.00	0.00	0.00
Total Revenues	4,351,610.02	2,408,222.74	7,196,611.79	7,224,668.22
Cost of Sales				
Total Cost of Sales	0.00	0.00	0.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Income Statement

For the Three Months Ending March 31, 2025

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Gross Profit	4,351,610.02	2,408,222.74	7,196,611.79	7,224,668.22
Expenses				
4250 - RETIREMENT	0.00	0.00	0.00	0.00
4000 - OPERATIONAL EXPENSES	0.00	0.00	0.00	0.00
4100 - WATER	0.00	0.00	0.00	0.00
411.04 - WINDSOR	0.00	0.00	0.00	0.00
411.05 - WSS	0.00	0.00	0.00	0.00
4110 - POTABLE WATER	197,657.60	284,876.79	784,591.29	854,630.37
4113 - SITE MAINTENANCE ANNUA	0.00	0.00	0.00	0.00
4120 - RENTAL WATER	0.00	0.00	0.00	0.00
4130 - CARRYOVER	0.00	7,910.42	0.00	23,731.26
4131 - CARRYOVER2	0.00	0.00	0.00	0.00
4132 - CARRYOVER3	0.00	0.00	0.00	0.00
4140 - WINTER WATER	0.00	488.30	3,137.21	1,464.90
415.02 - NPIC	0.00	0.00	0.00	0.00
415.04 - DIVIDE CANAL & RES.	0.00	0.00	0.00	0.00
415.05 - PIERCE LATERAL	0.00	0.00	0.00	0.00
415.09 - MISC	0.00	0.00	0.00	0.00
4150 - ASSESSMENTS	50,206.50	51,979.91	340,931.65	155,939.73
4151 - BOX ELDER DITCH	0.00	0.00	0.00	0.00
4160 - RULE 11 FEES	0.00	5,639.00	0.00	16,917.00
4170 - WATER QUALITY - TESTING	769.00	1,213.83	2,785.00	3,641.49
4175 - BACKFLOW SURVEYING	0.00	0.00	0.00	0.00
418 - RE-ALLOCATION	0.00	0.00	0.00	0.00
4180 - GOOD LATERIAL RECHARGE	0.00	0.00	0.00	0.00
4200 - PERSONNEL OPERATIONS	0.00	0.00	0.00	0.00
4210 - SALARIES, FIELD	118,650.38	122,075.42	351,761.31	366,226.26
4220 - SALARIES, ENGINEERING	12,207.21	23,717.58	34,779.76	71,152.74
4230 - SALARIES, MAPPING	0.00	0.00	0.00	0.00
4240 - INSURANCE HEALTH	26,122.48	16,938.75	58,982.49	50,816.25
4250 - RETIREMENT	7,196.12	7,381.75	24,434.89	22,145.25
4260 - AWARDS	0.00	118.83	0.00	356.49
4270 - UNIFORMS	200.00	541.67	(1,076.50)	1,625.01
4280 - MISCELLANEOUS	0.00	99.08	0.00	297.24
4290 - CAR TIME	0.00	891.50	0.00	2,674.50
431 - WATER LINES	0.00	0.00	0.00	0.00
433 - PUMP STATIONS	0.00	0.00	0.00	0.00
434 - EQUIPMENT	0.00	0.00	0.00	0.00
4400 - OPERATION & MAINTENANC	0.00	0.00	0.00	0.00
4410 - FIELD	3,144.99	5,100.00	7,995.02	15,300.00
4411 - LOCATES	912.41	1,445.00	2,762.03	4,335.00
4412 - FARM PROPERTIES	0.00	255.00	0.00	765.00
4413 - SITE MAINTENANCE ANNUA	0.00	494.00	0.00	1,482.00
4414 - CONSTRUCTION METER	0.00	0.00	444.54	0.00
4415 - WATER LINES (REPAIRS)	15,797.70	39,416.67	31,114.26	118,250.01
4416 - APPURTENANCE(REPAIR)	163.08	18,750.00	7,403.13	56,250.00
4417 - METER SETTING	(1,800.00)	42,500.00	26,336.80	127,500.00
4418 - MASTER METERS	0.00	2,125.00	0.00	6,375.00
4419 - SERVICE WORK	4,142.00	11,050.00	104,413.41	33,150.00
4420 - STORAGE TANKS (O & M)	0.00	4,590.00	999.37	13,770.00
4430 - PUMP STATIONS (O & M)	0.00	12,750.00	8,499.71	38,250.00
4435 - CHLORINE STATION	0.00	469.25	36.68	1,407.75
4440 - EQUIPMENT	1,866.32	6,545.00	21,696.71	19,635.00
4445 - SCADA EQUIPMENT	0.00	2,550.00	15,963.35	7,650.00
4446 - LOCATING EQUIPMENT	0.00	478.58	0.00	1,435.74
4447 - GPS EQUIPMENT	0.00	2,297.33	0.00	6,891.99
4448 - METER READING EQUIPMEN	0.00	0.00	0.00	0.00
445.01 - YARD WELLS	0.00	0.00	0.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
For the Three Months Ending March 31, 2025

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
4450 - SHOP/YARD	5,193.73	2,500.00	17,193.08	7,500.00
446.7591 - VIN 7591 (DUMP TRK)	0.00	0.00	0.00	0.00
4460 - VEHICLES	6,123.72	8,843.42	25,723.45	26,530.26
4470 - SAFETY	350.00	1,734.00	1,132.56	5,202.00
4480 - CONTROL VAULTS	0.00	2,890.00	0.00	8,670.00
4490 - MAPPING EXPENSE	0.00	3,465.17	0.00	10,395.51
4500 - ENGINEERING	0.00	0.00	0.00	0.00
4510 - GENERAL	0.00	0.00	0.00	0.00
4520 - MASTER PLAN	0.00	0.00	0.00	0.00
4530 - PROJECTS	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	16,087.54	15,701.33	44,608.14	47,103.99
4610 - PRV'S	0.00	0.00	0.00	0.00
4620 - STORAGE TANKS	0.00	0.00	0.00	0.00
4630 - PUMP STATIONS	0.00	0.00	0.00	0.00
4640 - METER VAULTS	0.00	0.00	0.00	0.00
4650 - FILL STATION	0.00	0.00	0.00	0.00
4700 - COMMUNICATIONS	100.08	4,335.00	300.24	13,005.00
4720 - TANK RADIOS	0.00	0.00	0.00	0.00
4790 - GPS ANTENNA LEASE SCWT	0.00	0.00	0.00	0.00
4800 - INSURANCE	0.00	0.00	0.00	0.00
4810 - GENERAL	4,012.38	6,417.50	12,037.14	19,252.50
4810 - GENERAL	0.00	0.00	0.00	0.00
4820 - AUTO	1,320.12	1,734.00	4,960.36	5,202.00
4820 - AUTO	0.00	0.00	0.00	0.00
4830 - WORKER'S COMP	3,471.83	6,502.50	10,415.49	19,507.50
4900 - MISCELLANEOUS	0.00	0.00	0.00	0.00
4930 - BAD DEBT EXPENSE	0.00	0.00	0.00	0.00
5000 - ADMINISTRATIVE	0.00	0.00	0.00	0.00
5100 - PERSONNEL - ADMIN	0.00	0.00	0.00	0.00
5110 - OFFICE	46,431.40	46,846.75	141,688.89	140,540.25
5120 - ADMINISTRATIVE	0.00	0.00	0.00	0.00
5130 - CUSTOMER	0.00	0.00	0.00	0.00
5140 - MISC LABOR (ELECTION)	0.00	0.00	0.00	0.00
5150 - DIRECTORS' FEES	0.00	0.00	0.00	0.00
5200 - PAYROLL TAXES	0.00	0.00	0.00	0.00
5210 - FICA	13,698.34	11,815.00	41,155.01	35,445.00
5220 - UNEMPLOYMENT	0.00	0.00	0.00	0.00
5300 - HEALTH INSURANCE	0.00	5,202.00	0.00	15,606.00
5310 - ADMIN HEALTH INSURANCE	5,181.65	0.00	15,544.95	0.00
5400 - OFFICE UTILITIES	372.82	0.00	1,123.61	0.00
5401 - ELECTRICITY	0.00	867.00	1,640.93	2,601.00
5402 - PROPANE	3,177.71	606.92	7,884.09	1,820.76
5403 - TELEPHONE	0.00	1,994.08	49,854.84	5,982.24
5404 - CELL PHONE SERVICE	1,518.81	1,734.00	4,682.82	5,202.00
5405 - CELL PHONE ACCESSORIES	0.00	43.33	0.00	129.99
5406 - OFFICE CLEANING SERVICE	1,360.00	1,734.00	4,080.00	5,202.00
5407 - INTERNET	233.64	52.00	700.92	156.00
5408 - WASTE MANAGEMENT	0.00	0.00	0.00	0.00
5409 - SECURITY CAMERAS	1,757.60	1,020.00	5,272.80	3,060.00
5410 - OFFICE EQUIPMENT	0.00	42.50	0.00	127.50
5411 - ALL-IN-ONE	0.00	0.00	0.00	0.00
5412 - PRINTERS	196.83	42.50	590.49	127.50
5413 - FURNITURE	0.00	0.00	0.00	0.00
544.01 - COMPUTER	0.00	0.00	0.00	0.00
5440 - COMPUTER	0.00	425.00	0.00	1,275.00
5441 - COMPUTER SUPPORT	6,007.40	5,833.33	18,033.20	17,499.99
5442 - HARDWARE (COMPUTERS)	0.00	0.00	0.00	0.00
5443 - SOFTWARE	0.00	606.92	0.00	1,820.76
5444 - LICENSES (ANNUAL)	0.00	2,601.00	213.02	7,803.00
5445 - SENSUS METER SUPPORT	0.00	260.08	0.00	780.24

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
For the Three Months Ending March 31, 2025

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
5449 - INTERNET/EMAIL	0.00	0.00	0.00	0.00
5500 - OFFICE EXPENSES	0.00	0.00	0.00	0.00
551.01 - PUBLIC RELATIONS	0.00	0.00	0.00	0.00
551.04 - SPECIAL PROJ BILLING	0.00	0.00	0.00	0.00
5510 - OFFICE EXPENSES	7,235.27	15,181.83	36,971.42	45,545.49
5520 - POSTAGE	41.11	333.33	41.11	999.99
5530 - BANK / CREDIT CARD FEES	0.00	3,333.33	10,026.66	9,999.99
5540 - BUILDING MAINTENANCE	700.00	583.33	2,018.00	1,749.99
5550 - PUBLICATIONS	0.00	0.00	0.00	0.00
5560 - PRINTING	0.00	0.00	0.00	0.00
5570 - ELECTION	0.00	0.00	0.00	0.00
5580 - DUES & REGISTRATION	0.00	0.00	1,977.50	0.00
5590 - TRAINING	0.00	0.00	0.00	0.00
5600 - PROFESSIONAL FEES	0.00	0.00	0.00	0.00
5610 - LEGAL	25,086.40	31,250.00	193,226.35	93,750.00
5620 - ACCOUNTING	2,100.00	5,833.33	9,800.00	17,499.99
5625 - EASEMENT FEES	0.00	0.00	0.00	0.00
5626 - RECORDING FEES	(58.00)	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	0.00	340.00	1,150.00	1,020.00
5640 - MAPPING - NORTHLINE	0.00	60.67	0.00	182.01
5650 - CONSULTANT FEES	3,780.00	18,750.00	13,910.00	56,250.00
5651 - CSU RESEARCH	0.00	0.00	0.00	0.00
5660 - MEMBERSHIP FEES	0.00	5,100.00	0.00	15,300.00
5670 - APPRAISALS	0.00	0.00	0.00	0.00
5680 - LAND ACQUISITION	1,508.10	8,500.00	1,508.10	25,500.00
5900 - MISCELLANEOUS	0.00	0.00	0.00	0.00
5910 - SETTLEMENTS	0.00	0.00	0.00	0.00
5920 - FIRE MITIGATION GRANT	0.00	0.00	0.00	0.00
6000 - CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00
6100 - SOLDIER CANYON	0.00	0.00	0.00	0.00
6120 - IMPROVEMENT	0.00	0.00	0.00	0.00
6130 - CASH CONTR FOR CAPITAL	0.00	0.00	0.00	0.00
6140 - FILTER EXPANSION	0.00	0.00	0.00	0.00
618 - TUNNEL WATER	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	1,020,833.33	0.00	3,062,499.99
621 - TANKS 1A, 1B	0.00	0.00	0.00	0.00
625 - TANK 5	0.00	0.00	0.00	0.00
6300 - PUMP STATIONS	0.00	0.00	0.00	0.00
6400 - EQUIPMENT	0.00	0.00	0.00	0.00
6410 - VEHICLES	0.00	8,333.33	0.00	24,999.99
6420 - TRENCH BOX	0.00	0.00	0.00	0.00
6421 - TRAFFIC PLATES	0.00	0.00	0.00	0.00
6430 - BACKHOES	0.00	0.00	0.00	0.00
6440 - OTHER EQUIPMENT	0.00	0.00	0.00	0.00
6450 - TRACKHORSE	0.00	0.00	0.00	0.00
6500 - SYSTEM	0.00	0.00	0.00	0.00
6505 - ENGINEERING	2,056.06	87,500.00	62,497.05	262,500.00
651.03 - PIPELINE REPLACEMENT	0.00	0.00	0.00	0.00
651.10 - WILDWING IRRIG. LINE	0.00	0.00	0.00	0.00
651.14 - WINDSOR METER STATION	0.00	0.00	0.00	0.00
651.43. 12" LINE EX BLUE GRAMA	0.00	0.00	0.00	0.00
651.82.47 - HUNTER RIDGE DAIRY	0.00	0.00	0.00	0.00
6510 - WATER LINES	0.00	958,333.33	25,125.00	2,874,999.99
6515 - METER UPGRADES	0.00	0.00	0.00	0.00
6520 - RADIO READ METERS	0.00	0.00	0.00	0.00
6525 - MASTER METER	0.00	0.00	0.00	0.00
6530 - PRV'S	0.00	0.00	0.00	0.00
6535 - CHLORINE STATIONS	0.00	0.00	0.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	0.00	0.00
6545 - SCADA EQUIPMENT	0.00	0.00	11,612.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
For the Three Months Ending March 31, 2025

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
6546 - LOCATING EQUIPMENT	0.00	0.00	0.00	0.00
6547 - GPS EQUIPMENT	0.00	0.00	0.00	0.00
6548 - MAPPING/GPS	0.00	0.00	0.00	0.00
6550 - SHOP/YARD	0.00	0.00	0.00	0.00
6580 - CONTROL VAULTS	0.00	0.00	0.00	0.00
6590 - FILL STATION	0.00	0.00	0.00	0.00
6600 - WATER RIGHTS/STORAGE	0.00	0.00	0.00	0.00
661.09 - OTHER	0.00	0.00	0.00	0.00
6610 - WATER RESOURCE MANAGE	0.00	0.00	0.00	0.00
6615 - GRAVEL PITS	0.00	16,666.67	0.00	50,000.01
6620 - WATER RIGHTS	150,000.00	500,000.00	6,002,500.00	1,500,000.00
6621 - CAPITAL CONTRIBUTIONS	0.00	0.00	0.00	0.00
6630 - LEGAL (WRM)	7,086.34	6,666.67	27,975.03	20,000.01
6640 - STORAGE	12,557.50	0.00	41,943.25	0.00
HORSETOOTH PROJECT	0.00	0.00	0.00	0.00
6700 - LAND/EASEMENTS	0.00	0.00	0.00	0.00
6710 - EASEMENTS	3,000.00	6,250.00	61,950.00	18,750.00
6720 - LAND	0.00	8,333.33	0.00	24,999.99
6730 - SURVEYING	0.00	416.67	0.00	1,250.01
6800 - BUILDING - 32825 CR 39	0.00	0.00	0.00	0.00
6900 - OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00
6910 - OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00
7000 - BOND ISSUE PREMIUM	0.00	0.00	0.00	0.00
7100 - BOND ISSUANCE COSTS	0.00	0.00	0.00	0.00
7110 - BOND DISCOUNT	0.00	0.00	0.00	0.00
7200 - BONDS INTER/PRINCIPLE	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	102,583.33	0.00	307,749.99
7280 - 2009A (WF 1400) NW 1052	0.00	0.00	0.00	0.00
7290 - 2012R NW 1054	0.00	0.00	0.00	0.00
7291 - BOND AGENT FEES	0.00	0.00	0.00	0.00
7292 - TRANSFER TO ENTERPRISE	0.00	0.00	0.00	0.00
7295 - 2019 BOND - NORT519WERB	0.00	0.00	0.00	0.00
7296 - 2020 BOND - WATER ENT	0.00	39,569.83	0.00	118,709.49
7297 - 2022 BOND	0.00	226,304.17	0.00	678,912.51
7400 - INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00
7800 - DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00
7900 - AMORTIZATION	0.00	0.00	0.00	0.00
Total Expenses	768,924.17	3,881,594.47	8,741,001.61	11,644,783.41
Net Income	\$ 3,582,685.85	\$ (1,473,371.73)	\$ (1,544,389.82)	\$ (4,420,115.19)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: March 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			844,742.19
Add: Cash Receipts			2,769,093.22
Less: Cash Disbursements			(800,498.10)
Add (Less) Other			1,210,889.77
Ending GL Balance			4,024,227.08
Ending Bank Balance			4,373,870.29
Add back deposits in transit			
Total deposits in transit			
(Less) outstanding checks			
	Nov 18, 2022	17106	(227.65)
	Feb 9, 2024	18529	(14.43)
	Apr 12, 2024	18758	(9.60)
	Jun 7, 2024	18910	(3,356.79)
	Jun 25, 2024	18976	(13.82)
	Jan 14, 2025	19540	(1,100.00)
	Jan 23, 2025	19574	(206.10)
	Jan 23, 2025	19575	(37.50)
	Jan 23, 2025	19579	(25.45)
	Feb 11, 2025	19648	(95.00)
	Feb 21, 2025	19673	(1,100.00)
	Feb 21, 2025	19677	(28.50)
	Feb 21, 2025	19678	(67.57)
	Mar 7, 2025	19682	(9,005.10)
	Mar 7, 2025	19685	(400.00)
	Mar 7, 2025	19687	(2,500.00)
	Mar 10, 2025	19706	(318.73)
	Mar 10, 2025	19707	(52.00)
	Mar 11, 2025	19725	(2,322.11)
	Mar 14, 2025	19727	(4,100.50)
	Mar 14, 2025	19728	(510.65)
	Mar 14, 2025	19729	(3,790.00)
	Mar 14, 2025	19730	(3,500.00)
	Mar 14, 2025	19732	(278.49)
	Mar 18, 2025	19735	(220.45)
	Mar 18, 2025	19736	(258,646.04)
	Mar 18, 2025	19739	(1,852.32)
	Mar 18, 2025	19740	(4,463.05)
	Mar 19, 2025	19744	(62.82)
	Mar 19, 2025	19745	(6,153.95)
	Mar 19, 2025	19746	(1,068.50)
	Mar 19, 2025	19747	(118.32)
	Mar 19, 2025	19748	(6,007.40)
	Mar 19, 2025	19749	(3,000.00)
	Mar 19, 2025	19750	(8,525.00)
	Mar 19, 2025	19751	(84.06)
	Mar 19, 2025	19752	(364.00)
	Mar 19, 2025	19754	(25,086.40)
	Mar 19, 2025	19755	(12,557.50)
	Mar 19, 2025	19756	(728.75)
	Mar 19, 2025	19758	(12.90)
	Mar 31, 2025	OL-0331202	(340.00)
	Mar 31, 2025	OL-0331202	(1,340.00)
Total outstanding checks			(363,691.45)
Add (Less) Other			
	Mar 31, 2025	MARS0319	29.94

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: March 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

	Sep 30, 2024	MARS0920	109.25	
	Mar 19, 2025	OP0319	2,557.79	
	Mar 28, 2025	OP0328	717.02	
	Mar 29, 2025	OP0329	3,961.36	
	Mar 30, 2025	OP0330	1,416.66	
	Mar 31, 2025	OP0331	5,256.22	
Total other				14,048.24
Unreconciled difference				0.00
Ending GL Balance				4,024,227.08

NORTH WELD COUNTY WATER DISTRICT

Account Reconciliation

As of Mar 31, 2025

1015 - 1015 - COLO TRUST - GENERAL

Bank Statement Date: March 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	20,760,126.74
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	76,029.91
Ending GL Balance	20,836,156.65
Ending Bank Balance	20,836,156.65
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	20,836,156.65

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Mar 31, 2025
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: March 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	23,629,700.06
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	85,446.18
Ending GL Balance	23,715,146.24
Ending Bank Balance	23,715,146.24
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	23,715,146.24



Stantec Consulting Services Inc.
3325 South Timberline Road
2nd Floor
Fort Collins CO 80525-3681

March 11, 2025

North Weld County Water District (NWCWD)
Attn: Eric Reckentine
32825 CR 39
PO Box 56
Lucerne CO 80646

Dear Eric,

Reference: 2025 On-Call Support

This proposal is for Stantec to provide on call support services for various project (such as Knox Pit, etc.) with a not to exceed amount of \$2,000. I have included a signature block for your and our standard terms and conditions.

Respectfully yours,

Stantec Consulting Services Inc.

Massaro, Pamela

Digitally signed by Massaro, Pamela
DN: cn="Massaro, Pamela", o=Internal,
ou=Users, ou=Stantec, dc=Stantec, dc=com
Location: 3325 South Timberline Road 2nd
Floor, Fort Collins CO 80525-3681
Reason: I agree to the terms defined by the
placement of my signature on this document
Contact Info: pamela.massaro@stantec.com,
Direct: 970 893 4807
Date: 2025.03.11 13:57:45 -0600

Pamela Massaro

Principal, Business Center Practice Leader
Phone: (970) 893-4807
Mobile: 970 646-8563
pamela.massaro@stantec.com

Attachment: Attachment

Reference: 2025 On-Call Support

By signing this proposal, North Weld County Water District authorizes Stantec to proceed
Client Company Name
with the services herein described and the Client acknowledges that it has read and agrees to be bound by
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 11th of March 2025,
Day Month Year

Per: North Weld County Water District
Client Company Name

Eric Reckentine
Print Name & Title

Eric Reckentine GM NWCWD

Signature



SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material

Project Number	2037 TBD
Project Name	NWCWD 2025 on call 20k ppt
Client Name	North Weld County Water District (NWCWD)
Business Centre	2037
Project Manager	Pamela Massaro
Project Independent Reviewer	Larry Sly

Project Summary	Total Fee
Labour	\$2,000.00
Expense	\$0.00
Subs	\$0.00
Total	\$2,000.00

Planned Start Date	Planned End Date
2025-03-07	2025-12-31

Name	Role	Billing Level	Billing Rate	Hours	Sub-Total Fee
Massaro, Pamela	Senior Reviewer & PM	Level 16	\$246.00	4.00	\$984.00
Weaver, Ben	PLS	Level 13	\$189.00	5.38	\$1,016.00
				9.38	\$2,000.00

Massaro, Pamela

Digitally signed by Massaro, Pamela
DN: cn=Massaro, Pamela,
ou=Internal, ou=users, ou=stantec,
dc=corp, dc=adg
Location: 3235 South Timberline Road
2nd Floor, Fort Collins CO 80525-3681
Reason: I agree to the terms defined by
the placement of my signature on this
document.
Contact Info:
pamela.massaro@stantec.com, Direct:
970.953.4807
Date: 2025.03.11 15:57:34 -0600

2025 US MASTER ENVIRONMENTAL SERVICES

2025-0



Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

Billing Level	Labor Classification		Hourly Rate*
Level 3	Intern		\$107
Level 4	Administrator I	Research Technician	\$114
Level 5	Administrator II	Permitting Technician	\$126
Level 6	Assistant Professional I	CADD Technician	\$130
Level 7	Assistant Professional II	Field Monitor	\$139
Level 8	Associate Professional I	Field Supervisor	\$146
Level 9	Associate Professional II	GIS Technician	\$155
Level 10	Professional I	GIS Manager	\$163
Level 11	Professional II	Staff Engineer/Scientist	\$172
Level 12	Senior Professional I	Lead Engineer/Scientist	\$176
Level 13	Senior Professional II	Assistant Project Manager	\$189
Level 14	Supervising Professional I	Project Manager I	\$200
Level 15	Supervising Professional II	Project Manager II	\$221
Level 16	Principal Professional I	Senior Project Manager	\$246
Level 17	Principal Professional II	Program Manager	\$260
Level 18	Managing Principal	Chief Engineer/Scientist	\$265
Level 19		Program Director	\$285

SUB-CONTRACTORS / EXPENSES

Project specific sub-contractor / expense cost will be charged as invoiced to Stantec with a **7% markup**. This mark-up will be applied as indicated below:

- **Sub-Consultant Services**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Vehicle & Equipment Rentals**
Not owned by Stantec (see below re: Stantec-owned vehicles/equipment)
- **External Equipment and Supplies**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.
- **Meals & Lodging**
May be billed at cost or daily per diem. If applicable, per diem rate will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).

STANTEC-OWNED EQUIPMENT

Stantec-owned equipment will be billed on a unit rate basis (e.g., daily, weekly, etc.); the above standard mark-up does not apply to these rates. For Stantec-owned vehicles, daily vehicle or mileage rates will be applied depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.

*Rates subject to annual increase

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DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$100,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be



used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.



Stantec Consulting Services Inc.
3325 South Timberline Road
2nd Floor
Fort Collins CO 80525-3681

March 7, 2025

North Weld County Water District (NWCWD)
Attn: Eric Reckentine
32825 CR 39
PO Box 56
Lucerne CO 80646

Dear Eric,

Reference: 2025 On-Call Support

As we discussed by email, this proposal is for Stantec to provide on call support services for various project (such as Knox Pit, etc.) with a not to exceed amount of \$20,000. I have included a signature block for your and our standard terms and conditions.

Respectfully yours,

Stantec Consulting Services Inc.

Massaro, Pamela

Digitally signed by Massaro, Pamela
DN: cn=Massaro, Pamela, ou=internal, ou=users,
ou=stantec, dc=corp, dc=adn
Location: 3325 South Timberline Road 2nd Floor, Fort
Collins CO 80525-3681
Reason: I agree to the terms defined by the placement
of my signature on this document
Contact info: pamela.massaro@stantec.com, Direct:
970 693-4807
Date: 2025.03.07 12:29:27 -07'00'

Pamela Massaro

Principal, Business Center Practice Leader
Phone: (970) 893-4807
Mobile: 970 646-8563
pamela.massaro@stantec.com

Attachment: Attachment

Reference: 2025 On-Call Support

By signing this proposal, North Weld County Water District
Client Company Name authorizes Stantec to proceed
with the services herein described and the Client acknowledges that it has read and agrees to be bound by
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 7 of March, 2025
Day Month Year.

Per: North Weld County Water District
Client Company Name

Eric Reckentine
Print Name & Title

Signature



FEE ESTIMATE - NWCWD 2025 on call

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	116.40	\$19,972.00	\$28.00	\$0.00	\$20,000.00
Total	116.40	\$19,972.00	\$28.00	\$0.00	\$20,000.00

Task Code	Task Name	Start Date	End Date	Hours	Labour	Expense	Subs	Total
1	On Call	2025-03-07	2025-12-31	116.40	\$19,972.00	\$28.00	\$0.00	\$20,000.00

2025 US MASTER ENVIRONMENTAL SERVICES

2025-0



Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

Billing Level	Labor Classification		Hourly Rate*
Level 3	Intern		\$107
Level 4	Administrator I	Research Technician	\$114
Level 5	Administrator II	Permitting Technician	\$126
Level 6	Assistant Professional I	CADD Technician	\$130
Level 7	Assistant Professional II	Field Monitor	\$139
Level 8	Associate Professional I	Field Supervisor	\$146
Level 9	Associate Professional II	GIS Technician	\$155
Level 10	Professional I	GIS Manager	\$163
Level 11	Professional II	Staff Engineer/Scientist	\$172
Level 12	Senior Professional I	Lead Engineer/Scientist	\$176
Level 13	Senior Professional II	Assistant Project Manager	\$189
Level 14	Supervising Professional I	Project Manager I	\$200
Level 15	Supervising Professional II	Project Manager II	\$221
Level 16	Principal Professional I	Senior Project Manager	\$246
Level 17	Principal Professional II	Program Manager	\$260
Level 18	Managing Principal	Chief Engineer/Scientist	\$265
Level 19		Program Director	\$285

SUB-CONTRACTORS / EXPENSES

Project specific sub-contractor / expense cost will be charged as invoiced to Stantec with a **7% markup**. This mark-up will be applied as indicated below:

- **Sub-Consultant Services**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Vehicle & Equipment Rentals**
Not owned by Stantec (see below re: Stantec-owned vehicles/equipment)
- **External Equipment and Supplies**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.
- **Meals & Lodging**
May be billed at cost or daily per diem. If applicable, per diem rate will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).

STANTEC-OWNED EQUIPMENT

Stantec-owned equipment will be billed on a unit rate basis (e.g., daily, weekly, etc.); the above standard mark-up does not apply to these rates. For Stantec-owned vehicles, daily vehicle or mileage rates will be applied depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.

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GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.



Bohemian Real Estate IV, LLC
c/o Kade Koster
6416 E. Highway 14
Fort Collins, CO 80524

Re: ***Letter of Agreement for NEWT III Easement***

Dear Mr. Koster:

The North Weld County Water District ("NWCWD") and the East Larimer County Water District ("ELCO") (collectively, the "Districts") are constructing a waterline pipeline project known as NEWT III ("Project"). As part of the Project, the District is installing a water pipeline within property owned by Dyecrest Dairy LLC, a Colorado limited liability company. You occupy the property directly to the south of the Dyecrest Dairy parcel (the "Property"). The Districts understand that you have an access road, 12" P.I.P. irrigation pipe (Irrigation Pipe) and fence that you own and operate that are located along and within a portion of Dyecrest property in which the Districts have obtained an easement for construction of the Project's 42" water pipeline.

The Districts would like to make an agreement for the relocation of 953 feet of the Irrigation Pipe. The irrigation pipe is to be relocated to the Southern limits of construction within the existing irrigation easement and is to tie into an existing eastern tee fitting. The 4-strand barbed wire fence is to be re-installed on the southern limits of construction and portions of the access road within the NEWT III Easement are to be relocated to the south and onto the Bohemian property as needed to avoid the new fencing and vent pipe locations. All work items are notated and specified within the attached Exhibit "A." In addition to the above-mentioned work items, The Districts will ensure the removal of all nest deterrents within the Bohemian property once adjacent construction activities have been completed.

This letter agreement shall grant The Districts permission to occupy portions of the Bohemian parcel in order to accomplish completion of the items listed above. This agreement will not be recorded or filed in the real estate records of Larimer County, Colorado, or any other public records.

The Districts and you further expressly acknowledge and agree as follows:

A. Personal Rights. The rights and benefits afforded to you under this letter agreement are personal to Bohemian Real Estate IV, LLC, and in the event of transfer of Bohemian's interest in the Property, the obligations of the Districts and the rights and benefits in favor of Bohemian shall immediately cease and terminate.

B. Project. In exchange for the Districts' relocation of the Irrigation Pipe and construction of the fence and access road as described above, you agree to acknowledge the Districts' and associated contractors right to construct the improvements on the Property.

C. Remedies. In the event a party is in default of its obligations hereunder, before seeking relief, the non-defaulting party will deliver written notice thereof to the defaulting party and the defaulting party will have ten (10) days following receipt of such written notice to cure such default thereafter, or if such default cannot be cured within such ten (10) day period, a reasonable period of time (not to exceed forty-five (45) days) so long as the defaulting party diligently pursues the cure. If the alleged breaching party does not timely cure (or properly dispute) the alleged breach after the required notice, then the non-breaching party shall be

entitled to pursue all legal and equitable remedies, including but not limited to an action for specific performance.

D. Electronic Signatures. Any signature generated by a party hereto by a customarily recognized form of electronic signature (e.g. DocuSign, Adobe Sign, HelloSign, SignEasy, KeepSolid Sign) or any signature transmitted using any customary delivery method for electronic signatures (e.g. facsimile, .pdf, scan and email) shall be binding and recognized by the parties hereto as original.

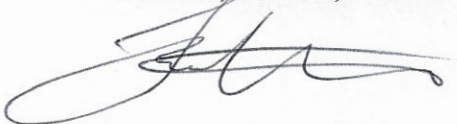
E. Authority. By signing below you warrant that you have been granted the right and authority to enter into this agreement on behalf of Bohemian Real Estate IV, LLC.

If the foregoing accurately states our understanding, please sign a copy of this letter where indicated and return it to the undersigned's attention at:

Bohemian Real Estate IV, LLC
c/o Kade Koster
6416 E. Highway 14
Fort Collins, CO 80524

Regards,

Tad Stout, President, NWCWD



Mike Scheid, General Manager, ELCO

The undersigned acknowledges and agrees to the terms and conditions of this letter agreement.



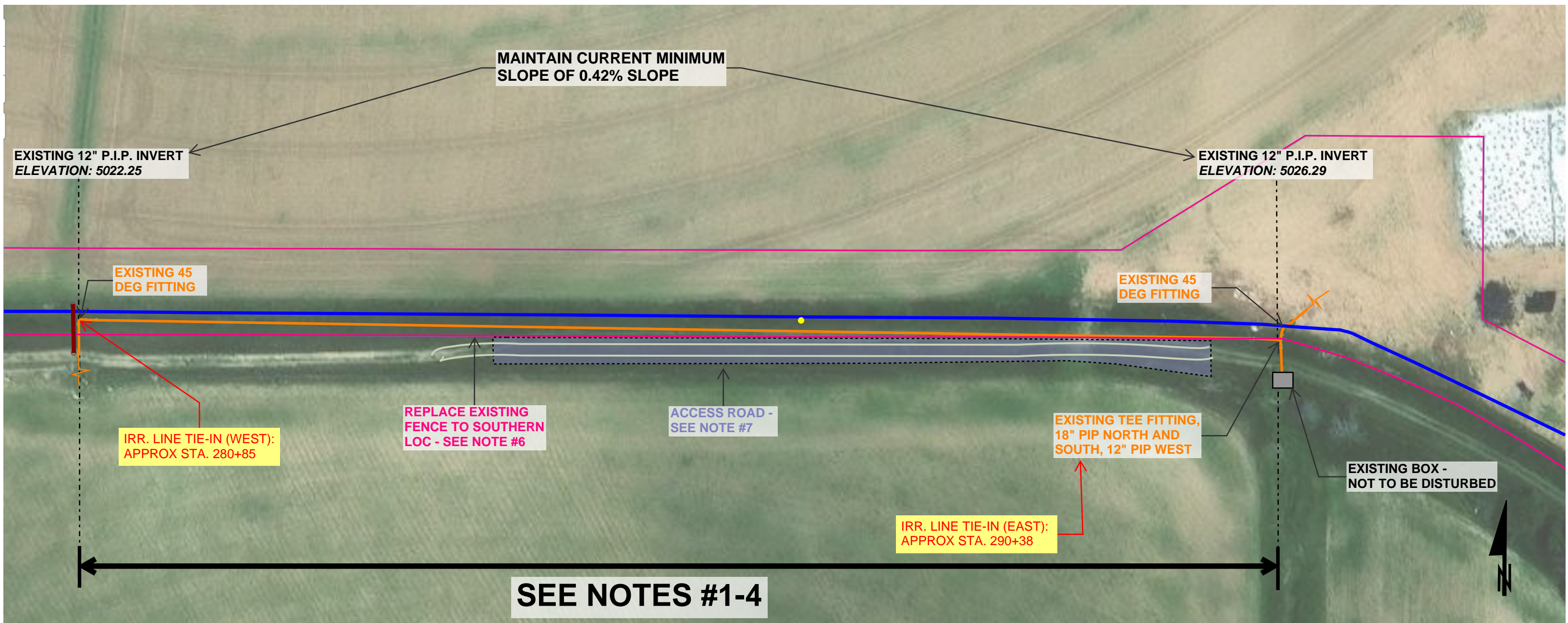
Bohemian Real Estate IV, LLC, a Colorado limited liability company
c/o Kade Koster

Exhibit A

Depiction and Description of Location of Work

NEWT 3: BOHEMIAN IRRIGATION LINE RELOCATION ON DYCREST PROPERTY

RELOCATION PLAN SKETCH



KEY:

NEWT 3 42" WATERLINE	
EXISTING IRRIGATION LINE	
NEWT 3 LIMITS-OF-CONSTRUCTION (LOC)	
24" SIPHON (ASSUMED TO BE ABANDONED)	
ABANDONED 2" UNKNOWN LINE POTHOLED	

NOTES:

- 1.) 953' OF EXISTING 12" P.I.P. IRRIGATION PIPE TO BE RELOCATED AND REPLACED WITH 12" SDR 35.
- 2.) IRRIGATION TO BE RELOCATED TO SOUTHERN LIMITS-OF-CONSTRUCTION WITHIN EXISTING IRRIGATION EASEMENT.
- 3.) NEW IRRIGATION PIPE TO TIE INTO EXISTING EASTERN TEE FITTING, WESTERN 45 DEG FITTING TO BE MOVED TO THE SOUTHERN LIMITS-OF-CONSTRUCTION AND TIED INTO - EXISTING ELEVATIONS TO REMAIN THE SAME.
- 4.) EXISTING IRRIGATION VENT PIPES TO REMAIN IN THE APPROXIMATELY THE SAME EAST-WEST ALIGNMENT.
- 5.) NORTH-SOUTH 18" P.I.P. IRRIGATION LINE WILL NOT BE DISTURBED.
- 6.) FOUR-STRAND BARBED WIRE FENCE TO BE RE-INSTALLED ON SOUTHERN LIMITS-OF-CONSTRUCTION. STUDDED U-POSTS TO BE INSTALLED AT A STANDARD 10-12 ft. SPACING.
- 7.) PORTIONS OF THE ACCESS ROAD WITHIN NEWT3 EASEMENT TO BE RELOCATED TO THE SOUTH AS NEEDED, TO AVOID NEW VENT PIPE LOCATIONS (TWO-TRACK, 10' WIDE ROAD TO BE INSTALLED WITH 4" OF ROAD BASE).
- 8.) ALL ELEVATIONS ARE APPROXIMATE, RELOCATION TO MATCH EXISTING FIELD CONDITIONS ON EASTERN AND WESTERN TIE-IN POINTS.

CHANGE ORDER REQUEST

3



Title: WCD NO.03 - Bohemian Irrigation Relocation
Project Name: NEWT Pipeline Phase 3
Project Address: 317 North Co Road 5
Fort Collins, CO 80524
COR Date: 07/22/2024
Garney Construction Job Number: 7433
Customer Job Number:
Customer Reference Number: Work Change Directive No. 03

Our Information

Garney Construction
1700 Swift Street, Suite 200
North Kansas City, MO 64116
Phone: (816)-746-4100

Customer Information

North Weld County Water District
32825 County Road 39
Lucerne, CO 80646
Phone: (970)-356-3020

Description of Change Order Request

The contractor shall perform all tasks associated with the relocation of the 12" Bohemian plastic irrigation pipe (PIP). The Bohemian Irrigation Line is to be relocated to the Southern Limits-Of-Construction (LOC).

- Tuesday, May 14, 2024 - 5 Hours
 - Mobilized to Dyecrest Property. Began digging for 12" SDR 35. installed 35 LF.
- Wednesday, May 15, 2024 - 10 Hours
 - Lay 900 LF of 12" SDR 35, connect to existing on east end. Moving existing irrigation out of our way. Approx. sta 280+75 to 289+75.
- Thursday, May 16, 2024 - Hours
 - Connect west end of 12" irrigation, approx. sta 280+60.

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Asst Superintendent - 5/14 to 5/16	15	ST	\$109.00	\$1,635.00
Foreman - 5/14 to 5/16	15	ST	\$90.00	\$1,350.00
General Operator - 2 @ 15 Hrs Each - 5/14 to 5/16	30	ST	\$69.00	\$2,070.00
Laborer - 2 @ 20 Hrs Each - 5/14 to 5/16	40	ST	\$56.00	\$2,240.00
Lead Excavator Operator - 5/14 to 5/16	20	ST	\$83.00	\$1,660.00
Pipe Layer - 5/14 to 5/16	25	ST	\$62.00	\$1,550.00
Hours Subtotals: ST: 145			Total Labor:	\$10,505.00

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Ferguson - 1518986	1	LS	\$1,938.15	\$1,938.15
Ferguson - 1518271	1	LS	\$23,141.80	\$23,141.80
			Total Material:	\$25,079.95

Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
CAT 349 EQUIPMENT COST	25	HOUR	\$245.00	\$6,125.00
CAT 349 OPERATING COST	15	HOUR	\$106.65	\$1,599.75
JD 624 EQUIPMENT COST	25	HOUR	\$88.00	\$2,200.00
JD 624 OPERATING COST	15	HOUR	\$35.79	\$536.85
			Total Equipment:	\$10,461.60

Subtotal		\$46,046.55
Insurance - 1.36% Total Contract Amount (Subtotal)	1.360%	\$626.23
Bond - 1% of Total Contract Amount (Subtotal)	1.000%	\$460.47
Total		\$47,133.25
Construction Manager Fee	9.000%	\$4,241.99
Requested Total		\$51,375.24

Terms & Conditions



17655 E 25TH DR
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

GARNEY COMPANIES INC
1700 SWIFT ST STE 200
MAINLINE DIVISION
N KANSAS CITY, MO 64116

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1518271	\$23,141.80	28689	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**


FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 173988

SHIP TO:

GARNEY
INTERSECTION OF N CO RD 3 &
RIDGEVIEW LN
FORT COLLINS, CO 80524

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1116	1933	CO06	7433	PAT	NEWT PHASE 3	05/10/24	IO 71455
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
910	910	SDR35P1214	12X14 SDR35 PVC GJ SWR PIPE	22.250	FT	20247.50	
2	2	G1030124	12X4 PVC SWR GXGTXG TEE	450.000	EA	900.00	
28	28	SDR35PP14	4X14 SDR35 PVC GJ SWR PIPE	2.450	FT	68.60	
20	20	P40BEP1220	12X20 FT PVC S40 BE PIPE	1750.000	C	350.00	
2	2	R20714411441840	12X8 EXT RANGE COUP 12.70-14.41	375.000	EA	750.00	
INVOICE SUB-TOTAL						22316.10	
TAX Larimer Co						825.70	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
If paid on or before 06/10/24 you may deduct 446.32							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							
							

TERMS: 2% 10TH NET 25TH	ORIGINAL INVOICE	TOTAL DUE	\$23,141.80
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



17655 E 25TH DR
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

GARNEY COMPANIES INC
1700 SWIFT ST STE 200
MAINLINE DIVISION
N KANSAS CITY, MO 64116

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1518986	\$1,938.15	28689	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**


FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 173988

SHIP TO:

GARNEY
INTERSECTION OF N CO RD 3 &
RIDGEVIEW LN
FORT COLLINS, CO 80524

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1933	1933	CO06	7433	PAT	NEWT PHASE 3	05/10/24	IO 71455
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
84	84	SDR35P1214	12X14 SDR35 PVC GJ SWR PIPE MUST DELIVER TODAY	22.250	FT	1869.00	
			INVOICE SUB-TOTAL			1869.00	
			TAX	Larimer Co		69.15	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
If paid on or before 06/10/24 you may deduct 37.38							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							
							

TERMS:	2% 10TH NET 25TH	ORIGINAL INVOICE	TOTAL DUE	\$1,938.15
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Work Change Directive

NO.01

NEWT Pipeline Phase III

Owner:	NWCWD & ELCO (Districts)	Owner's Project No.:	N/A
Project Manager:	Ditesco	Engineer's Project No.:	N/A
Contractor:	Garney Construction	Contractor's Project No.:	N/A
Contract Name:	NEWT Pipeline Phase III	WCD Title:	BNSF Flagging
Contract Date:	12/15/2022	Date Issued:	02/29/2024

Contractor is directed to proceed promptly with the following change(s):

DESCRIPTION

- Contractor shall fulfill all railway flagger and inspector requirements for work within the Burlington Northern and Santa Fe Railway (BNSF) Right-Of-Way (ROW), including:
 - The Contractor shall coordinate with BNSF and Wilson & Company regarding the executed license agreement, the estimated duration of construction within the ROW of **30-days**, and invoicing.
 - The Contractor is responsible for pre-payment of inspector and Roadway Worker In Charge (RWIC) fees (i.e. flagger fees). The **Contractor shall ensure a sufficient number of days to complete construction have been fully funded.**
 - The Contractor shall maintain a positive balance of pre-paid flagger fees throughout the course of construction within the ROW to prevent a potential work stoppage.
 - Fees paid by the Contractor shall be reimbursed by the Districts with the Construction Manager's Fee of 9% applied, unless the value of the described work is absorbed into the CMP Contract.
 - If a positive balance remains after construction within the BNSF ROW is complete, the balance shall be returned to the owner as a credit and the Construction Manager's fee applied to the balance shall be refunded.

ATTACHMENTS

- Pipeline License Agreement with BNSF Railway Company (Tracking #23-16856)
- BNSF Utility Inspector Coordinator Process flow chart

PURPOSE FOR THE WORK CHANGE DIRECTIVE

- Work within the BNSF ROW is subject to continuous monitoring and inspection by BNSF staff and/or their scheduling agent, Wilson & Company, commonly referred to as "flaggers". Flagger fees must be pre-paid before flaggers can be scheduled. No construction can begin within the ROW before flaggers have been scheduled. A positive balance of flagger fees must be maintained. BNSF withholds the right to stop work within the ROW should flagger fees be depleted.
- The Contractor's flexibility in making EFT payments to Wilson & Company will be utilized to expedite flagger scheduling and mitigate the risk of depleting flagger fees.

- This Work Change Directive authorizes the Contractor to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and Contract Time. Performance of the work, as specified in this Work Change Directive, shall be consistent with the requirements for materials, labor, and equipment, as defined in the Contract.

**ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES
(NON-BINDING, PRELIMINARY)**

Contract Price:	\$148,813.03*	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
Contract Time:	0 Days	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change

*\$132,250.00 is the cost of raw work, minus all contractor fees, for consideration of absorption into GMP.

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Price	<input checked="" type="checkbox"/> Cost of the Work	<input checked="" type="checkbox"/> 9% Construction Manager's Fee
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RECOMMENDED BY ENGINEER

By: Isaiah Surber
Isaiah Surber
 Title: Associate Project Manager
 Date: 8/27/2024

AUTHORIZED BY OWNER (NWCWD)

By: [Signature]
 Title: President
 Date: 10/14/2024

AUTHORIZED BY OWNER (ELCO)

By:
 Title:
 Date:

CHANGE ORDER REQUEST

1



Title: WCD NO.01 - BNSF Right-of-Way Coordination
Project Name: NEWT Pipeline Phase 3
Project Address: 317 North Co Road 5
Fort Collins, CO 80524
COR Date: 07/22/2024
Garney Construction Job Number: 7433
Customer Job Number:
Customer Reference Number: Work Change Directive No. 01

Our Information

Garney Construction
1700 Swift Street, Suite 200
North Kansas City, MO 64116
Phone: (816)-746-4100

Customer Information

North Weld County Water District
32825 County Road 39
Lucerne, CO 80646
Phone: (970)-356-3020

Description of Change Order Request

• Contractor coordinated 40 shifts of railway flagger and inspector requirements for work within the Burlington Northern and Santa Fe Railway (BNSF) Right-Of-Way (ROW).

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Project Engineer - Jarrod Pacheco	12	ST	\$94.00	\$1,128.00
Hours Subtotals: ST: 12			Total Labor:	\$1,128.00

Other

Description	Qty of Other	Unit of Measure	Rate	Total Cost
Wilson & Company - Invoice 2382316856-4	1	LS	\$42,800.00	\$42,800.00
Wilson & Company - Invoice 2382316856-3	1	LS	\$89,450.00	\$89,450.00
			Total Other:	\$132,250.00

Subtotal		\$133,378.00
Bond - 1% of Total Contract Amount (Subtotal)	1.000%	\$1,333.78
Insurance - 1.36% Total Contract Amount (Subtotal)	1.360%	\$1,813.94
Total		\$136,525.72
Construction Manager Fee	9.000%	\$12,287.31
Requested Total		\$148,813.03

Terms & Conditions



Wilson & Company, Inc.,
Engineers & Architects
PO Box 74954
Chicago, IL 60675-4954

PREPAYMENT INVOICE

To: Garney Construction
1700 Swift Street
North Kansas City, MO 64116

Invoice No: 2382316856 - 4
Invoice Date: June 18, 2024

Permit Tracking No.: 23-16856
Division: Powder River
Subdiv.: Front Range
Station: Fort Collins
MP: 78.35
L.S.: 0476
State: CO

Project: Utility Inspection & Roadway Worker In Charge Services

Project 2382316856 BNSF PR UIC 23W-16856 North Weld Cnty

Additional Invoice for IC/RWIC Days, Overtime, & Remobilizations

Permit Description: 54" Steel Casing w/ 48" Steel Carrier for Potable Water @ 16.1' Under Rail

Inspection	# Units	Unit Price		Total Amount
Inspection	10	\$1,400.00	per 10 hour day	\$14,000.00
Inspection Overtime	20	\$155.00	per hour over 10	\$3,100.00
Inspection Re-Mobilization	4	\$400.00	each	\$1,600.00
Total Inspection:				\$18,700.00

Roadway Worker in Charge (RWIC)	# Units	Unit Price		Total Amount
RWIC	10	\$1,400.00	per 10 hour day	\$14,000.00
RWIC Overtime	60	\$155.00	per hour over 10	\$9,300.00
RWIC Mobilization	2	\$400.00	each	\$800.00
Total (RWIC):				\$24,100.00

Invoice Amount: \$42,800.00

PAYMENT DUE UPON RECEIPT

*Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 15 days from confirmation of payment is required to schedule all utility installations.

*Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

*All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.

*The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

• For Electronic Payments, see attached instructions.

• Credit Card Payments will include an additional 3.29% Non-Cash Adjustment

- 1. Standard of Care.** The standard of care for all services performed or furnished by Wilson & Company (Scheduling Agent) under this Agreement will be the skill and care used by members of the profession practicing under similar circumstances at the same time and in the same locality. Scheduling Agent makes no warranties, express or implied, under this Agreement or otherwise, in connection with Scheduling Agent's services. The Scheduling Agent is not responsible for any work performed by the Licensee or its Representatives.
- 2. Mutual Indemnification.** To the fullest extent permitted by law, Scheduling Agent, Licensee (or Licensee's representative) each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subcontractors in the performance of services under this Agreement, as adjudicated in a court of competent jurisdiction, or an arbitration order. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Scheduling Agent and Licensee, or Licensee's representative, they shall be borne by each party in proportion to its negligence.
- 3. Force Majeure.** Scheduling Agent shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control.
- 4. Cancellation:** Prior to the start of the project, the Licensee or Licensee's representative, shall notify Scheduling Agent of cancellation at least 48 hours in advance of project start to avoid minimum charges outlined in the attached invoice. Subsequent to project start, the Scheduling Agent shall be notified at least 24 hours in advance in the event of cancellation, rescheduling, or completion of services, to avoid minimum charges outlined in the attached invoice.
 - ❖ All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.
- 5. Payment.** Licensee agrees to pay the Scheduling Agent in advance for the services stated in the attached invoice. Prepayment is required to avoid construction delays or cancellation charges. A positive balance shall be maintained, or work activities on BNSF right-of-way may be stopped at the Scheduling Agent's sole discretion. Unused funds will be refunded by the Scheduling Agent after the project is completed and reconciled, provided the Licensee has no outstanding balances with the Scheduling Agent.
- 6. Multiple Permits.** Services provided on multiple permits on a single day, will be assessed and charged individually per day, plus applicable mobilization fees per permit.
- 7. Service Duration.** For all projects not fully completed within the prepaid balance or projected to exceed the prepaid balance, the Licensee agrees to pay additional invoicing. The duration of required services includes all phases of the project, including final installation of utilities through carrier pipes.
- 8. Forfeiture.** Inspection and RWIC services are required under the terms of the licensee's agreement to utilize BNSF right-of-way. Failure to schedule Inspection and RWIC services with the Scheduling Agent shall result in the forfeiture of all funds paid for these services. Refund checks not cashed within 90 days will be voided and the funds forfeited to the Scheduling Agent.
- 9. Acceptance.** Payment by Licensee, or its representative, acknowledges and constitutes agreement to the services and these terms and conditions, without modification, by Licensee and its representative.

Electronic Payment Information:

Routing/ABA: 101100621

Sunflower Bank
2070 S. Ohio Street
Salina, KS 67401

For Account # 0109146348

Wilson & Company Inc., Engineers & Architects
4401 Masthead Street NE
Suite 150
Albuquerque, NM 87109

Mailing Instructions for Checks:

► Remittances sent via **first class mail**:

Wilson & Company Inc, Engineers & Architects Utility Inspection
PO Box 74954
Chicago IL 60675-4954

► Remittance packages via **overnight delivery** (i.e. Federal Express, UPS, USPS, etc.):
Please note: Bank will not accept first class mail deliveries to this address

Wilson & Company Inc, Engineers & Architects Utility Inspection
Dept # 74954
5450 N Cumberland Ave
Chicago, IL 60656

Note to Licensee:

Wilson & Company does not complete vendor forms for Utility Inspector Coordinator services as we are acting in our capacity as the authorized agent of BNSF for inspection coordination of permitted utility crossings. Information needed to process payments is only provided in the format given on this form. Utility Inspector and RWIC services have already been agreed to under section 7.2 of the Licensee's agreement with BNSF to utilize their private ROW, and per the agreement the permitted project cannot utilize BNSF ROW without them.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wilson & Company, Inc., Engineers & Architects	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 4401 Masthead Street NE, Suite 150	Requester's name and address (optional)
	6 City, state, and ZIP code Albuquerque, NM 87109	
7 List account number(s) here (optional)		

Remit to: PO Box 74954, Chicago, IL 60675-4954

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
4	8		-	1	1	7	6	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 03/21/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Wilson & Company, Inc.,
Engineers & Architects
PO Box 74954
Chicago, IL 60675-4954

PREPAYMENT INVOICE

To: Garney Construction
1700 Swift Street
North Kansas City, MO 64116

Invoice No: 2382316856 - 3
Invoice Date: March 13, 2024

Permit Tracking No.: 23-16856
Division: Powder River
Subdiv.: Front Range
Station: Fort Collins
MP: 78.35
L.S.: 0476
State: CO

Project: Utility Inspection & Roadway Worker In Charge Services

Project 2382316856 BNSF PR UIC 23W-16856 North Weld Cnty
Permit Description: 54" Steel Casing w/ 48" Steel Carrier for Potable Water @ 16.1' Under Rail

Inspection	# Units	Unit Price		Total Amount
Inspection	30	\$1,400.00	per 10 hour day	\$42,000.00
Inspector Mobilization	1	\$400.00	each	\$400.00
Inspection Overtime	15	\$155.00	per hour over 10	\$2,325.00
Inspection Re-Mobilization	1	\$400.00	each	\$400.00
Total Inspection:				\$45,125.00

Roadway Worker in Charge (RWIC)	# Units	Unit Price		Total Amount
RWIC	30	\$1,400.00	per 10 hour day	\$42,000.00
RWIC Overtime	15	\$155.00	per hour over 10	\$2,325.00
Total (RWIC):				\$44,325.00

Invoice Amount: \$89,450.00

PAYMENT DUE UPON RECEIPT

*Confirmed pre-payment is required before services will be scheduled. Note that a minimum lead time of 15 days from confirmation of payment is required to schedule all utility installations.

*Also note that a positive balance of pre-paid inspection and/or roadway worker in charge services are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. It is your responsibility to ensure that a sufficient number of days to complete construction have been fully funded.

*All cancellations must be submitted to WilsonCompany.Utility.IC@wilsonco.com with "Cancellation Request" and your permit number in the subject line. Your cancellation must be verified by the Scheduling Agent and confirmed by all parties before it is valid.

*The prepayment invoice is based on the estimated duration of project as discussed. Unused funds will be refunded to Licensee by the Scheduling Agent.

- For Electronic Payments, see attached instructions.
- Credit Card Payments will include an additional 3.29% Non-Cash Adjustment



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, Texas 76131
tel +1 817-352-1048

November 10, 2023

North Weld County Water District & East Larimer County Water District
Attention: Randy Siddens
232 South Link Lane, PO Box 2044
Fort Collins, CO 80522

23w-16856

Dear Siddens:

Enclosed please find one (1) fully executed Pipeline License Agreement. A copy of the executed agreement must be available upon request at the job site as authorization to do the work. ***Please contact BNSF's Scheduling Agent at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624 at least fifteen (15) days in advance of entry and BEFORE YOU DIG, CALL (800) 533-2891 (option 7).***

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

No encroachment above, below or on BNSF Right-of-Way will be allowed without the presence of an Inspector Coordinator and Flagman. You must contact BNSF's Scheduling Agent to arrange for those services. The scheduling agent may be contacted at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624. The installation contractor must comply with all applicable sections of this agreement, including the requirements of section 16 regarding safety requirements prior to encroaching on BNSF Right-of-Way. The installation contractor must present and maintain a copy of the executed agreement on site for the duration of the installation activities.

Please note that a copy of the executed agreement must be available upon request at job site(s) allowing authorization to do the work.

If you need additional information, please contact me at (817) 352-1048

Sincerely,

Melissa Woodruff
Manager - Permits

Enclosure

cc: wilsoncompany.utility.ic@wilsonco.com
bnsf.info@railpros.com
bradford.gallatin@bnsf.com - BNSF Roadmaster

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective November 27, 2023(the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **NORTH WELD COUNTY WATER DISTRICT & EAST LARIMER COUNTY WATER DISTRICT**, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, forty eight (48") inches in diameter inside a fifty four inch (54") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Fort Collins, County of Larimer, State of CO, Line Segment 0476, Mile Post 78.35 as shown on the attached Drawing No. 87165, dated March 15, 2023, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for so long as Licensee utilizes the pipeline, as describe herein, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises or using or allowing the use of the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of seven thousand four hundred and no/100 dollars (\$7,400) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster bradford.gallatin@bnsf.com or 308-641-9670, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensors concerning the existence and approximate location of Licensors' underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensors' Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensors will provide Licensee with the information Licensors has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensors' standard procedures. Licensors does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensors prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensors' reasonable opinion that granular material is present, Licensors may select a new location for Licensee's use, or may require Licensee to furnish for Licensors' review and approval, in Licensors' sole discretion, a remedial plan to deal with the granular material. Once Licensors has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensors.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensors' property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensors and Licensors' affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- a. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- b. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- c. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- a. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
 - a. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensors.
- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensors as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensors and Licensee shall not perform any work or services of any kind under this agreement until Licensors has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensors Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

☒ Licensee may **elect** to participate in Licensors Blanket Policy;

☐ Licensee **declines** to participate in Licensors Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensors for all claims and suits against Licensors. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensors for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensors for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensors. If Licensors allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all

Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon

request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.

- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, **"Taxes"**) levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the **"Improvements"**) or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
 - 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
 - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
 - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
 - 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
 - 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
 - 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
 - 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or

otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.

- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.

- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: North Weld County Water District & East Larimer County Water District
232 South Link Lane, PO Box 2044
Fort Collins, CO 80522

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.

34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131

DocuSigned by:
By: Patricia Villegas
Patricia Villegas
Vice President

LICENSEE:

NORTH WELD COUNTY WATER DISTRICT & EAST LARIMER COUNTY WATER DISTRICT,

By: Andrew West
[Name] Andrew West
[Title] Project Engineer - Diteso, LLC

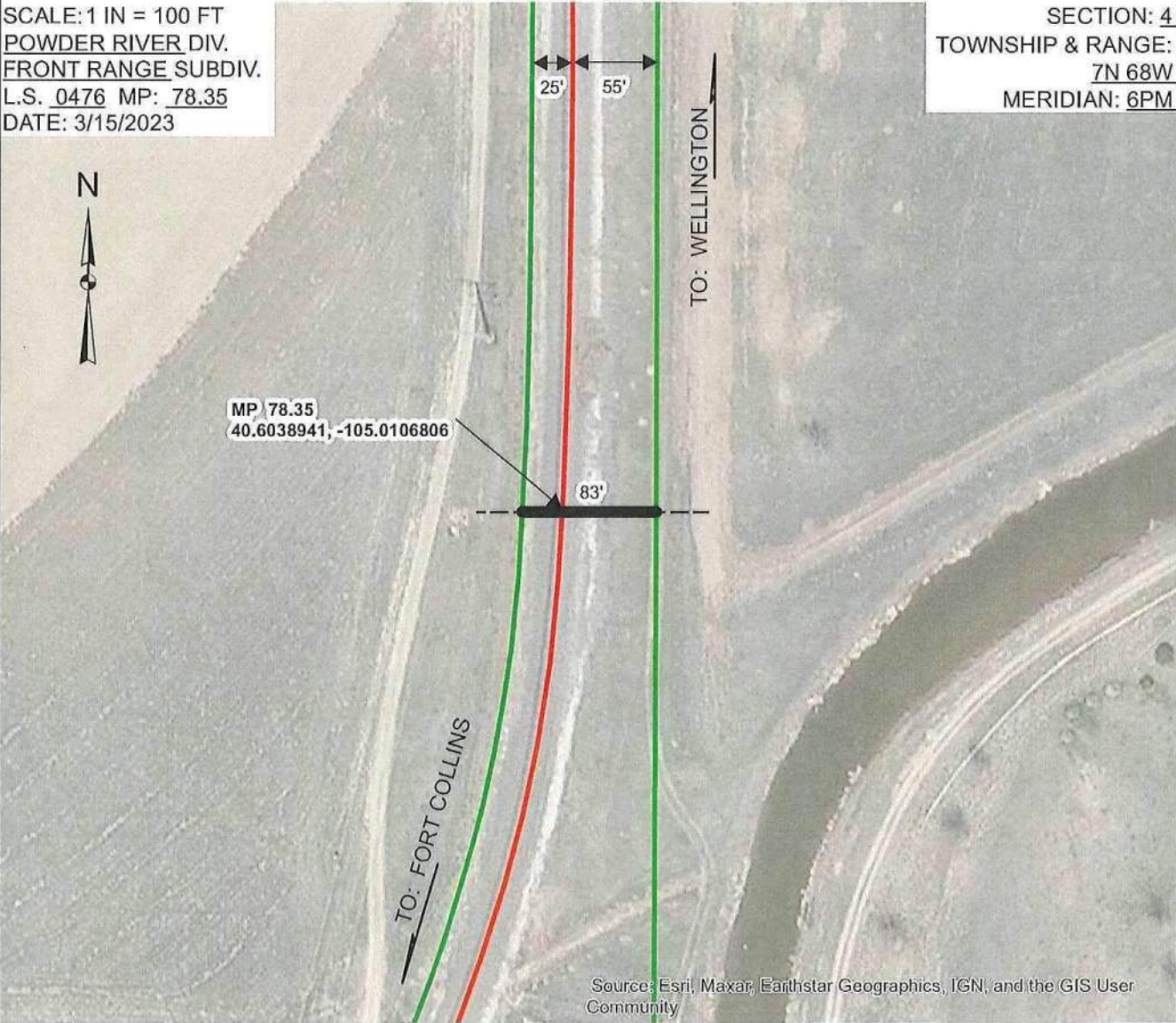
By: Tad Stout (Tad Stout)
NWCWD, President

By: Mike Sheid (Mike Sheid)
ELCD General Manager

EXHIBIT "A"

SCALE: 1 IN = 100 FT
POWDER RIVER DIV.
FRONT RANGE SUBDIV.
L.S. 0476 MP: 78.35
DATE: 3/15/2023

SECTION: 4
TOWNSHIP & RANGE:
7N 68W
MERIDIAN: 6PM



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	48"	54"	LENGTH ON RW:	83'	83'
CONTENTS:	POTABLE WATER		WORKING PRESSURE:	191 PSI	
PIPE MATERIAL:	STEEL	STEEL	BURY: BASE/RAIL TO TOP OF CASING		16.1'
SPECIFICATIONS / GRADE:	A139 GRADE C	A139 GRADE B	BURY: NATURAL GROUND		8.6'
WALL THICKNESS:	0.219"	0.719"	BURY: ROADWAY DITCHES		8.6'
COATING:	POLYURETHANE	-	CATHODIC PROTECTION		YES

VENTS: NUMBER 1 SIZE 6" HEIGHT OF VENT ABOVE GROUND 4'
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

FORT COLLINS
COUNTY OF LARIMER

STATE OF CO

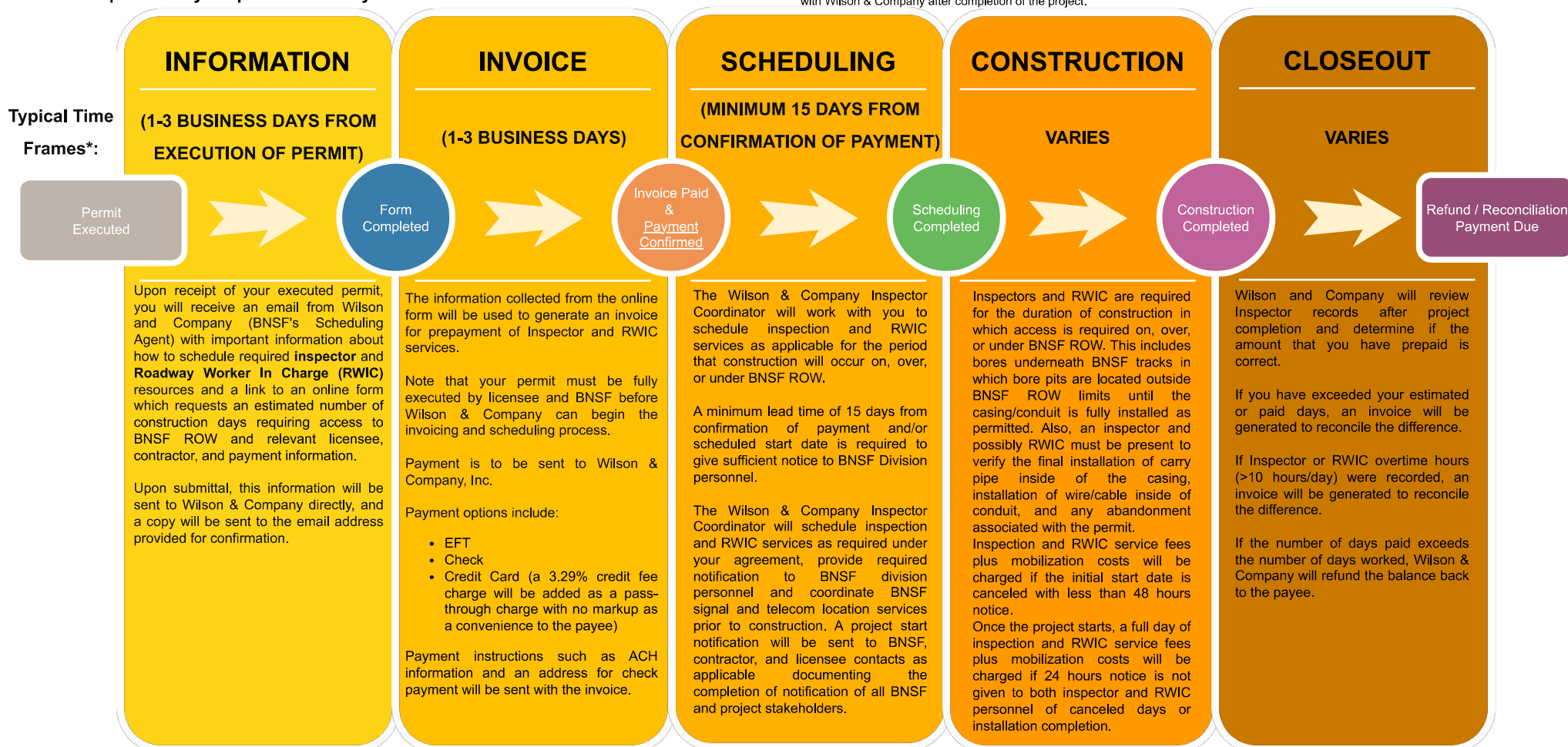
JPM

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project, in the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**



Work Change Directive

NO.02

NEWT Phase III Pipeline

Owner:	NWCWD & ELCO	Owner's Project No.:	N/A
Project Manager:	Ditesco	Engineer's Project No.:	N/A
Contractor:	Garney Construction	Contractor's Project No.:	N/A
Contract Name:	NEWT Phase 3 Pipeline	WCD Title:	Waag Drain Relocation
Contract Date:	12/15/2022	Date Issued:	06/18//2024

Contractor is directed to proceed promptly with the following change(s):

DESCRIPTION

- The contractor shall perform all tasks associated with the relocation of the field drain outside the Northern limits of the NEWT 3 Permanent Easement (PE). This includes:
 - Placing connection of the new drainage line at approximately station 261+50 and installing the new 6" line (PVC SDR 35 or PS 46 as specified in C-502) until approximately station 266+50 for the outlet location (discharge at No-Name Ditch).
 - Maintaining a minimum offset of 5 feet from the PE for the new alignment.
 - Following appropriate methods and procedures for backfilling and compacting of the new drainage line.
- The contractor shall leave the existing 6" clay drain line abandoned in place.
- Fees paid by the Contractor shall be reimbursed by the Districts with the Construction Manager's Fee of 9% applied, unless the value of the described work is absorbed into the CMP Contract.

ATTACHMENTS

- Exhibit A – PP-121, PP-122

PURPOSE FOR THE WORK CHANGE DIRECTIVE

- The existing 6" clay field drain on the Waag Property (approx. sta. 261+50 – 266+50) currently resides in a location that has been deemed 'in conflict' with the installation of the NEWT 3 Pipeline. The re-routing (outside of the NEWT 3 PE) of this existing field drain will avoid damages during installation of the NEWT 3 Pipeline, as well as avoiding future conflicts within the NEWT 3 PE.
- This Work Change Directive authorizes the Contractor to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and Contract Time. Performance of the work, as specified in this Work Change Directive, shall be consistent with the requirements for materials, labor, and equipment, as defined in the Contract.

**ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES
(NON-BINDING, PRELIMINARY)**

Contract Price:	\$ 15,527.24	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Not Yet Estimated
Contract Time:	0 Days	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> NA

**\$13,916.73 is the cost of raw work, minus all contractor fees, for consideration of absorption into GMP.*

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Price	<input checked="" type="checkbox"/> Cost of the Work	<input checked="" type="checkbox"/> 9% Construction Manager's Fee
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RECOMMENDED BY ENGINEER

By: Isaiah Surber
Isaiah Surber
Title: Associate Project Manager
Date: 8/27/2024

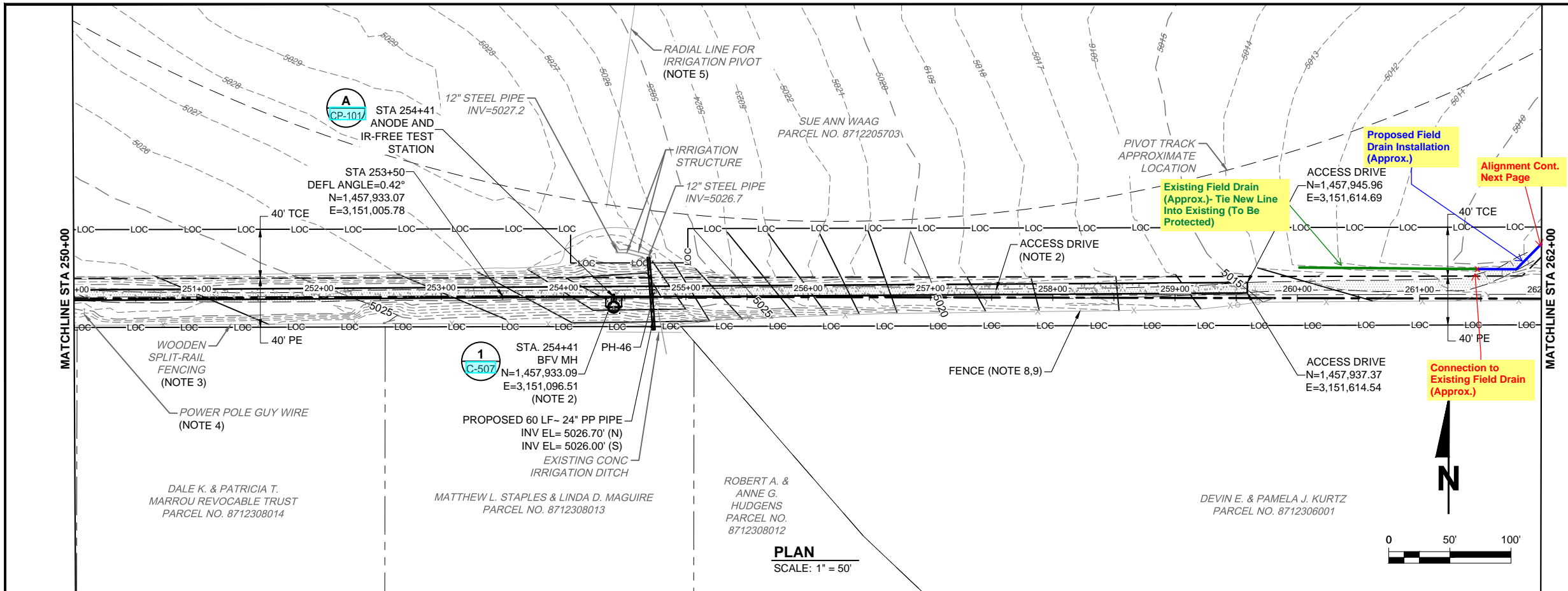
AUTHORIZED BY OWNER (NWCWD)

By: *[Signature]*
Title: *President*
Date: *10/14/2024*

AUTHORIZED BY OWNER (ELCO)

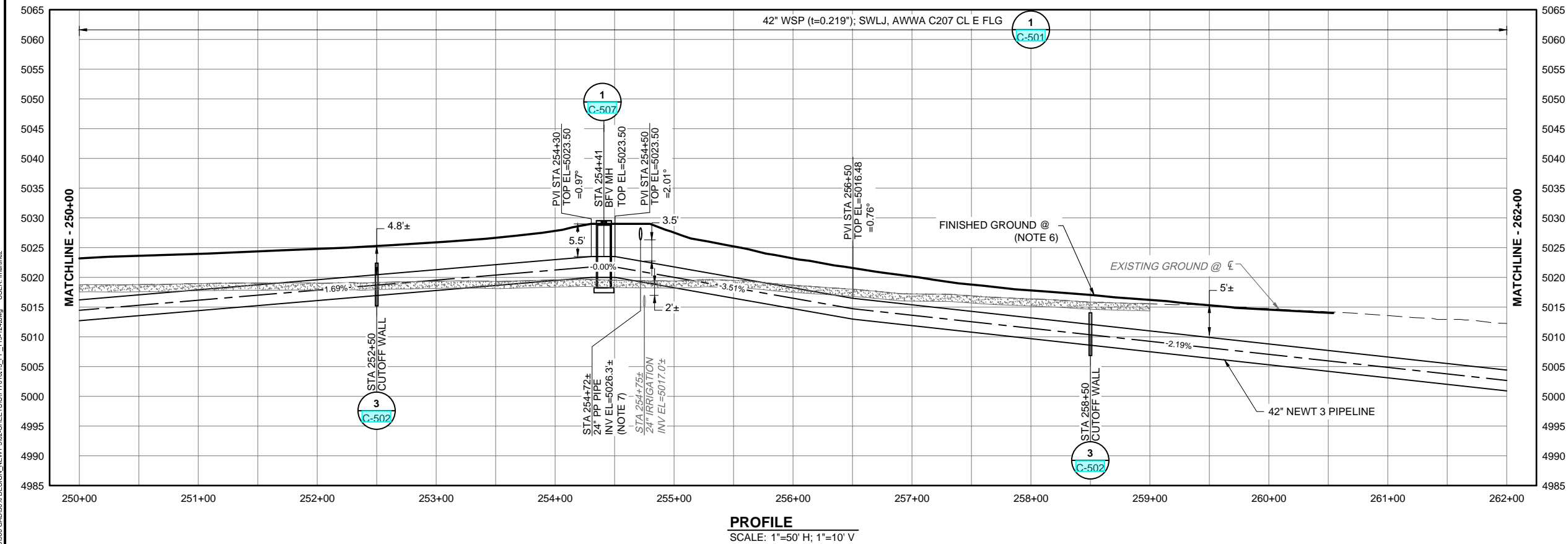
By:
Title:
Date:

DATE: Jun 28, 2023 5:07pm
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NOTES:

- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
- RESTORE ACCESS DRIVE ONCE CONSTRUCTION IS COMPLETE. RELOCATE DRIVE 3' TO THE NORTH AS SHOWN TO AVOID BFV MH.
- PROTECT IN PLACE SPLIT RAIL FENCE WITHIN CONSTRUCTION CORRIDOR.
- COORDINATE WITH POWER COMPANY FOR REMOVAL AND RESETTING OF GUY WIRE IF NECESSARY.
- CONTRACTOR TO COORDINATE WITH PROPERTY OWNER ON AGRICULTURAL OPERATIONS.
- FILL MATERIAL MUST BE PLACED AND PROPERLY COMPACTED TO FINISHED GRADES PRIOR TO INSTALLATION OF PIPELINE.
- REMOVE EXISTING CMP IRRIGATION SIPHON AND REPLACE WITH 24" HIGH PERFORMANCE DUAL WALL POLYPROPYLENE PIPE (ADS HP STORM DUAL WALL PIPE). AS PART OF THE INSTALLATION, EXISTING HEADWALLS SHALL BE REMOVED AND REPLACED. PIPE SHALL BE INSTALLED IN THE SAME MANNER AS THE 42" WELDED STEEL PIPE, IN ACCORDANCE WITH DETAIL 1/C-501 AND SPECIFICATION SECTION 31 23 43.
- RELOCATE 3-STRAND BARB WIRE FENCE TO PROPERTY LINE.
- REMOVE OR TRIM TREES AS REQUIRED FOR CONSTRUCTION.

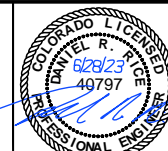


PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

**FINAL FOR
CONSTRUCTION**
JUNE 28, 2023



**NEWT PIPELINE
PROJECT PHASE 3
WORK PACKAGE NO. 2**

PLAN AND PROFILE STA 250+00
TO STA 262+00

PROJECT: 171016.13
DRAWN BY: I. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET: 29 OF 109
DRAWING: PP-121

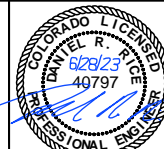
DATE: Jun 28, 2023 5:07pm
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PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

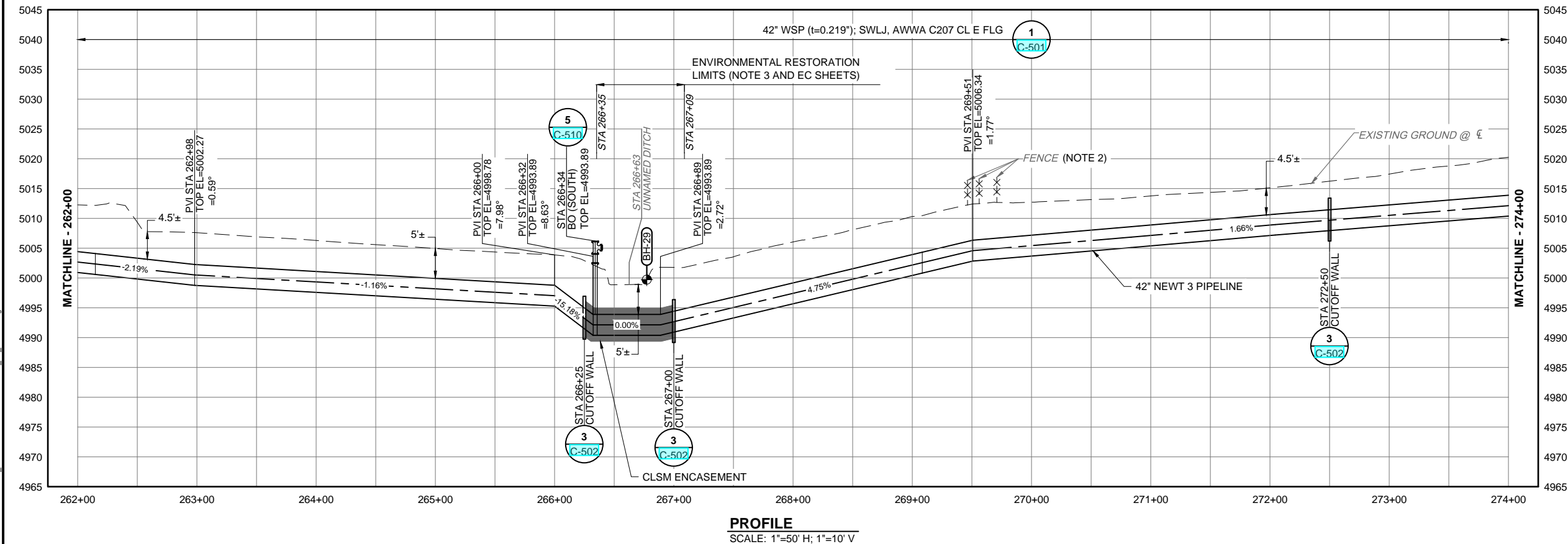
FINAL FOR
CONSTRUCTION
JUNE 28, 2023



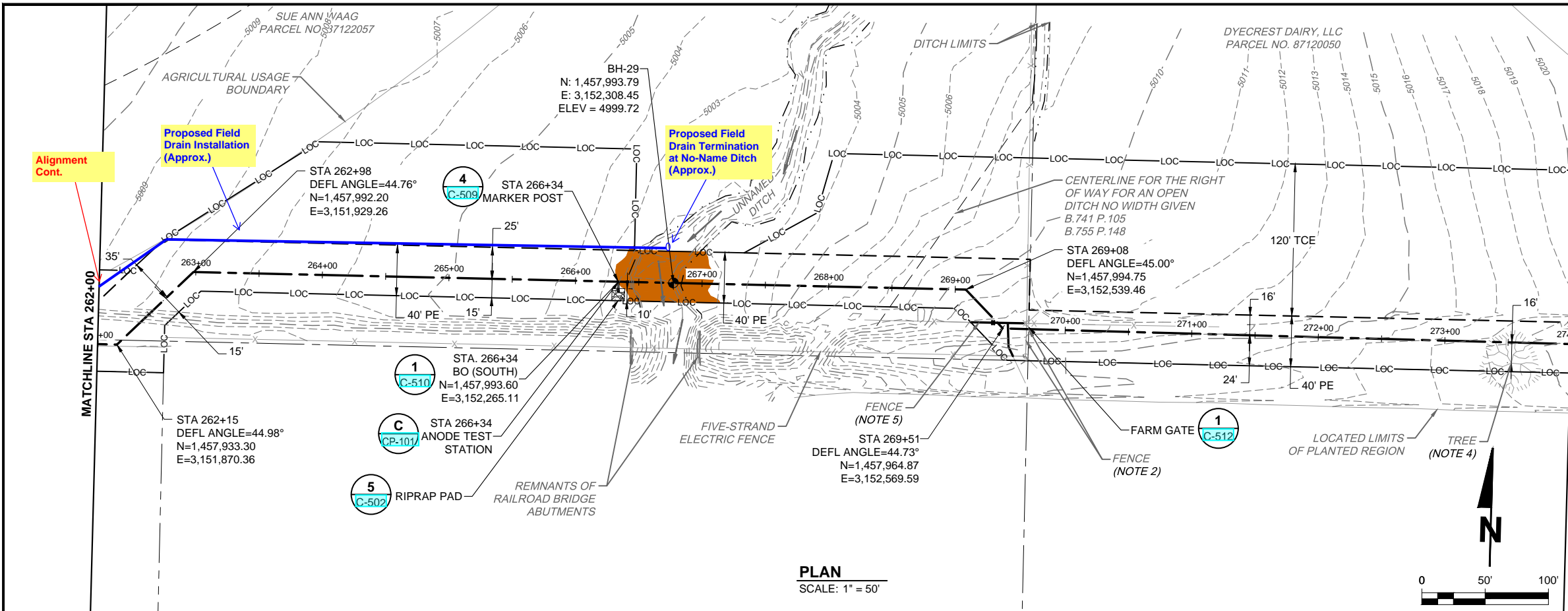
NEWT PIPELINE
PROJECT PHASE 3
WORK PACKAGE NO. 2

PLAN AND PROFILE STA 262+00
TO STA 274+00

PROJECT: 171016.13
DRAWN BY: I. MARTINEZ
DESIGNER: W. DAUGHTRY
APPROVED BY: D. RICE
SHEET: 30 OF 109
DRAWING: PP-122



PROFILE
SCALE: 1"=50' H; 1"=10' V



PLAN
SCALE: 1" = 50'

NOTES:

- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
- REMOVE AND REPLACE FENCE, 3 - STRAND BARB WIRE.
- FOR ENVIRONMENTAL RESTORATION REQUIREMENTS REFER TO WETLAND MITIGATION PLAN, ERO RESOURCES, 1/31/2023
- PROTECT TREE IN PLACE.
- PORTIONS OF EXISTING FENCE TO BE REMOVED FROM CONSTRUCTION CORRIDOR.

CHANGE ORDER REQUEST

2



Title: WCD NO.02 - Waag Drain Relocation
Project Name: NEWT Pipeline Phase 3
Project Address: 317 North Co Road 5
Fort Collins, CO 80524
COR Date: 07/22/2024
Garney Construction Job Number: 7433
Customer Job Number:
Customer Reference Number: Work Change Directive No. 02

Our Information

Garney Construction
1700 Swift Street, Suite 200
North Kansas City, MO 64116
Phone: (816)-746-4100

Customer Information

North Weld County Water District
32825 County Road 39
Lucerne, CO 80646
Phone: (970)-356-3020

Description of Change Order Request

The contractor shall perform all tasks associated with the relocation of the field drain outside the Northern limits of the NEWT 3 Permanent Easement (PE). This includes:

- o Placing connection of the new drainage line at approximately station 261+50 and installing the new 6" line (PVC SDR 35) until approximately station 266+50 for the outlet location (discharge at No-Name Ditch).
- o Maintaining a minimum offset of 5 feet from the PE for the new alignment.
- o Following appropriate methods and procedures for back filling and compacting of the new drainage line.
- The contractor shall leave the existing 6" clay drain line abandoned in place.

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Sr. Superintendent	1	ST	\$181.00	\$181.00
Asst Superintendent	15	ST	\$109.00	\$1,635.00
Project Engineer	1	ST	\$94.00	\$94.00
General Operator	15	ST	\$69.00	\$1,035.00
Laborer - 2 @ 15 HR Each	30	ST	\$56.00	\$1,680.00
Intern - 2 @15 HR Each	30	ST	\$54.00	\$1,620.00
Hours Subtotals: ST: 92			Total Labor:	\$6,245.00

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
Ferguson - 1517439	1	LS	\$2,678.03	\$2,678.03
			Total Material:	\$2,678.03

Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
CAT 330 EQUIPMENT COST	15	HOUR	\$165.00	\$2,475.00
CAT 330 OPERATING COST	10	HOUR	\$63.13	\$631.30
JD 644 EQUIPMENT COST	15	HOUR	\$98.00	\$1,470.00
JD 644 OPERATING COST	10	HOUR	\$41.74	\$417.40
			Total Equipment:	\$4,993.70

Subtotal		\$13,916.73
Insurance - 1.36% Total Contract Amount (Subtotal)	1.360%	\$189.27
Bond - 1% of Total Contract Amount (Subtotal)	1.000%	\$139.17
Total		\$14,245.17
Construction Manager Fee	9.000%	\$1,282.07
Requested Total		\$15,527.24

Terms & Conditions



17655 E 25TH DR
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

GARNEY COMPANIES INC
1700 SWIFT ST STE 200
MAINLINE DIVISION
N KANSAS CITY, MO 64116

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1517439	\$2,678.03	28689	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**


FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 173988

SHIP TO:

GARNEY
INTERSECTION OF N CO RD 3 &
RIDGEVIEW LN
FORT COLLINS, CO 80524

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1933	1933	CO06FO	7433	PAT	NEWT PHASE 3	05/07/24	IO 71386
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
420	420	SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE	5.500	FT	2310.00	
2	2	G1170006	6 PVC SWR 22-1/2 ELL GXG	48.000	EA	96.00	
1	1	F100266RC	6 CLAY X 6 CI PVC COUP RC	72.500	EA	72.50	
INVOICE SUB-TOTAL							2478.50
TAX						Fort Collins	199.53

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH							
US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION.							
PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN							
NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
If paid on or before 06/10/24 you may deduct 49.57							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							
							

TERMS:	2% 10TH NET 25TH	ORIGINAL INVOICE	TOTAL DUE	\$2,678.03
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



Work Change Directive

NO.05

NEWT Phase III Pipeline

Owner:	NWCWD & ELCO	Owner's Project No.:	N/A
Project Manager:	Ditesco	Engineer's Project No.:	N/A
Contractor:	Garney Construction	Contractor's Project No.:	N/A
Contract Name:	NEWT Phase 3 Pipeline	WCD Title:	Waag Property Siphon
Contract Date:	12/15/2022	Date Issued:	10/21/2024

Contractor is directed to proceed promptly with the following change(s):

DESCRIPTION

- Siphon Material is to be changed to RCP Class IV.
- Details created for siphon structures (North and South) for clarity.

ATTACHMENTS

- Exhibit A: Marked-Up Project Drawing (PP-121)
- Exhibit B: North, South Siphon Structure Tie-In Details

PURPOSE FOR THE WORK CHANGE DIRECTIVE

- Due to the traffic over the siphon location during harvest seasons, and the given cover, the siphon is to be changed to 24" Class IV RCP. Additionally, siphon tie-in details have been created for clarity.

This Work Change Directive authorizes the Contractor to proceed promptly with the Work described herein, prior to agreeing to a change in Contract Price and Contract Time. Performance of the work, as specified in this Work Change Directive, shall be consistent with the requirements for materials, labor, and equipment, as defined in the Contract.

ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES (NON-BINDING, PRELIMINARY)

Contract Price:	\$ 0.00	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Not Yet Estimated
Contract Time:	0 Days	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Not Yet Estimated

BASIS OF ESTIMATED CHANGE IN CONTRACT PRICE:

<input type="checkbox"/> Lump Sum	<input type="checkbox"/> Unit Price	<input type="checkbox"/> Cost of the Work	<input type="checkbox"/> 9% Construction Manager's Fee
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RECOMMENDED BY ENGINEER

By: *Javier Sanchez*
Title: Project Manager
Date: 10/21/2025

ACCEPTANCE BY CONTRACTOR

By: *Juan Luis*
Title: PROJECT MANAGER
Date: 03/26/2025

AUTHORIZED BY OWNER (NWCWD)

By:
Title:
Date:

AUTHORIZED BY OWNER (ELCO)

By:
Title:
Date:

EXHIBIT A:

Marked-Up Project Drawing (PP-121)

EXHIBIT B:

N, S Siphon Structure Tie-In Details

-
- 1' 0 1' 2' 3'
- SCALE: 1" = 1'
- (True scale for 22x34 sheet size)

SECTION A

#4 @ 8" MIN VERTICALLY O.C.

20" MIN DOWEL

20" MIN DOWEL

#4 @ 12" O.C.

#4 HORIZONTAL 12" O.C.

8" 2' MIN MATCH EXISTING 3" 24" 8" 3" A-A

-
- Technical drawing of a square panel with a circular cutout. The panel dimensions are 36" wide and 32" high. A circular cutout is centered on the panel. A callout '2' points to the cutout. The panel is mounted on a base using four 20" MIN DOWELs and four #4 HORIZONTAL 12" O.C. screws. The distance from the bottom edge of the panel to the top of the mounting base is 8".

#4 @ 8" MIN VERTICALLY O.C.

#4 @ 8" MIN

20" MIN DOWEL

DESCRIPTION
Siphon Detail
(Waag Property)

ditesco
Project & Construction Services



Delivery by email to:
ericr@nwcwd.org

April 7, 2025

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

**RE: North Weld County Water District – Pump Station No. 01 Repairs
Scope of Work Proposal**

Dear Eric:

This scope of work proposal follows Ditesco's recent field visit and discussions regarding North Weld County Water District's Pump Station No. 1 Repairs. The District had a pipe failure due to a transient pressure surge event requiring emergency diagnosis and repair recommendations. We have provided the attached scope of services to provide emergency engineering and construction management support in order to restore operations.

Ditesco is built on successful relationships, successful projects, and successful outcomes. We look forward to the opportunity to help support the District!

Please let me know if you have any questions or require further information regarding this scope of work. I can be reached by phone at (970) 488-0934 and email Jason.wooldridge@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink, reading "Jason Wooldridge".

Jason Wooldridge, PE
Project Manager

Enc. Scope of Work

Cc: file
Jill Burrell
Keith Meyer

Your Success is Our Success

Ditesco
2133 S. Timberline Rd, Suite 110
Fort Collins, CO 80525
(970) 632-5068
ditescoservices.com

Exhibit A

North Weld County Water District Pump Station No. 01 Repairs Design and Construction Management Scope of Services

PROJECT UNDERSTANDING

North Weld County Water District (District) experienced a pressure surge event on Monday March 31st which severely damaged portions of the suction and discharge piping inside of Pump Station No.01 and possibly damaged electrical instrumentation and controls equipment. In response, the District has requested engineering, project and construction management services to plan and implement repairs as soon as possible. Additionally, it is our understanding that the District has already planned improvements to electrical systems at the station including replacement of existing pump soft starts with variable frequency drives (VFDs). It is our understanding that we would encompass these improvements within the emergency repair plan, pending equipment availability and coordination with the District's water demands. **Figure 1** below represents damage that occurred to the suction side of Pump No. 03.



Figure 1. Pump No. 03 Suction Piping Damage

The District has engaged Garney Construction to complete repairs and assist with pipeline assessment. Ditesco will provide engineering, project and construction management services during the repair process to ensure appropriate repairs are made, costs controlled and the work is accomplished in a timely and efficient manner.

PHASE: EVALUATION AND DESIGN

During this phase Ditesco will provide work to evaluate current pipe condition and provide sequencing direction for disassembly and inspection of existing piping and pump station equipment. Following this initial effort Ditesco will provide demolition and mechanical piping drawings to outline required repairs. Our team will then manage the contractor pricing process to establish a not to exceed cost basis through T&M values, Guaranteed Maximum Price, or other contracting model preferred by the District to appropriately manage project cost and risk.

- We will provide an initial disassembly plan which will allow for inspection and hydrostatic testing of existing piping that does not appear to be damaged and is proposed to stay in place.
- Our team will provide onsite management and inspection services during the initial piping disassembly by Garney. We will coordinate with required vendors to have the three pumps inspected, realigned, and balanced. Additionally, we will coordinate with Timberline to evaluate any water damage to the programmable logic control (PLC) internal relays and Eaton Electric to evaluate any water damage to the electrical gear.
- Ditesco staff will develop drawings and associated specifications following the initial evaluation efforts. In addition to replacement of the damaged suction and discharge piping associated with Pump No. 03, we would include the following.
 - Removal of 16" pump control valves on all three pumps.
 - Installation of a swing check valve on all three pumps in place of the pump control valves.
 - Replacement of butterfly valves on the suction side of all three pumps.
 - Replacement of butterfly valves on the discharge side of all three pumps.
 - Replacement of all analog pressure gauges.
 - Replacement of air release valves and drain piping.
 - Replacement of all dog ears and restraints to meet current AWWA standards.
 - Full sand blast and recoat of existing ductile iron piping (new pipe to be primed and coated to match).
 - Replacement of pump station soft starts with VFDs including coordination for any PLC and SCADA control changes.
 - Specify removal and replacement of man door and double door on the east elevation.
 - Specify removal and replacement of windows on the south and west elevations.
 - Outline fence and ditch repairs to restore to previous site conditions.

PHASE: CONSTRUCTION

During this Phase Ditesco will manage procurement of materials with the contractor. Additionally, Ditesco will provide full construction management services to oversee the repairs, pump reinstallation, and electrical/ I&C work. Our team will manage start up and testing of the pump station following reinstallation work with District staff.

- Our team will manage project communication and schedule with the various parties including but not limited to Garney, Timberline, Eaton Electric, and pump manufacturer representatives. We will provide a detailed

review of the contractor's schedule. We will ensure a logical, defined CPM schedule is established with an overall baseline for progress measurement.

- We will conduct weekly progress meetings on site with the District, the general contractor, and critical subcontractors (as necessary).
- Our staff will perform daily site inspections to ensure quality construction and conformity to the plans and specifications. We will provide key coordination with District operations and record daily logs.
- We will maintain a photographic log of the project through Procore. Photos will include preconstruction, construction, and post construction phases.
- We will review and recommend approval of pay applications, review and manage changes, review any RFIs and submittals, and provide for overall administration of the contract. Document control will be through a project specific Procore site that Ditesco maintains.
- We will coordinate startup and testing activities with District staff and other required parties.
- We will conduct a final punch list walk through and final inspection of the completed items.
- Ditesco personnel will ensure that an as-built plan set is maintained and transmitted to the District upon completion of the project.
- Our team will coordinate any insurance claim needs with District staff and your insurance provider.

DELIVERABLES

- Repair plans and specifications
- Construction record documentation

SCHEDULE

The anticipated schedule for construction is as follows:

- Evaluation: April 2025
- Design/Contracting/Procurement: May 2025
- Construction: June-August 2025 (pending material availability and coordination with Districts water demand)

FEE ESTIMATE

We have based our fee estimate on the following assumptions:

- Timeline (April 1st 2025- August 31st 2025)
 - Costs for pump representatives/rebalancing covered by Owner or Contractor.
 - Mechanical, Electrical, and I&C work to be contracted under Owner (Managed by Ditesco)
-

Estimated Fee:	\$64,656.00
Estimated Reimbursable Expenses:	<u>\$ 1,280.00</u>
Total:	\$65,936.00

A detailed task breakdown is included. Please find this on page 6 of this scope of work proposal.

The fee shown above is to be billed on a time and material not-to-exceed basis based on the rates shown below. All reimbursable expenses will be billed at direct cost.

***Ditesco
2025 Rate Table***

Role	Rate Range (per hour)
President	\$215-\$297
Principal/VP	\$185-\$248
Department/Program Manager	\$160-\$204
Senior Project Manager	\$155-\$196
Project Manager	\$146-\$183
Associate Project Manager	\$132-\$163
Engineer	\$128-\$152
Associate Engineer	\$120-\$142
Project Engineer	\$106-\$132
Senior Construction Manager	\$134-\$187
Construction Manager/Resident Engineer	\$128-\$157
Associate Construction Manager	\$102-\$144
Inspector	\$85-\$124
Senior CAD Design	\$125-\$154
CAD Design	\$90-\$135
GIS Technician	\$78-\$141
Administrative	\$70-\$94
Reimbursable Expenses	
Mileage Reimbursement	IRS Rate
Daily Truck Rate (if needed)	\$105.00 per day
Subconsultant Markup	None
All other costs at direct expense	
Terms	30 days net

North Weld County Water District
Pump Station No. 01 Repairs

4/7/2025

Phase/Task Description	Classification				Task Total
	Keith Meyer	Jason Wooldridge	Brandon Merrell	Whitney Crawford	
		Project Manager	CAD Design	Admin	
	(hrs)	(hrs)	(hrs)	(hrs)	
	\$285	\$180	\$110	\$85	
Evaluation and Design					\$19,680
1.01 Design	2	32	40	0	\$6,330
1.02 Meetings	4	4	0	0	\$1,860
1.05 Site Investigation	8	32	0	0	\$8,040
2.05 Technical Specifications	2	16	0	0	\$3,450
Construction Management					\$44,976
1.02 Construction Progress Meetings					
- Weekly Meeting	6	33	0	0	\$7,573
2.01 Resident Engineering					
- Document Management	0	22	0	0	\$3,909
- Work Inspection and Coordination	8	109	0	0	\$21,900
2.02 Submittal Review	1	10	0	0	\$2,085
2.03 Contract Management	0	12	0	6	\$2,670
2.05 Schedule Review	0	6	0	0	\$1,080
2.06 Startup and Testing	0	24	0	0	\$4,320
2.07 Project Close Out	0	8	8	0	\$1,440
Other Direct Costs					\$1,280
Mileage					\$1,280
Work Effort Total	31	307	48	6	\$64,656
ODCs					\$1,280
Cost per labor category	\$8,835	\$55,311	\$5,280	\$510	
Effort (days)	4	38	6	1	
Effort (weeks)	1	8	1	0	
Hours per day	0.3	2.8	0.4	0.1	

Total Fee Estimate \$65,936

Assumptions:

Timeline (April 1st 2025- August 31st 2025)

Costs for pump representatives/rebalancing covered by Owner

Mechanical, Electrical, and I&C work to be contracted under Owner (Managed by Ditesco)

Tad Stout, President

PUMPING AGREEMENT
CONCERNING RESERVOIR CAPACITY LEASE AGREEMENT
River Bluffs Lake aka Veldman Reservoir
(River Bluffs Ventures, LLC – ELCO/NWCWD)

THIS PUMPING AGREEMENT ("Agreement") is made and entered into by and among RIVER BLUFFS VENTURES, LLC, a Colorado limited liability company ("River Bluffs"), and EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado ("ELCO") and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado ("NWCWD"). ELCO and NWCWD may be jointly referred to herein as the "Districts," and ELCO, NWCWD and River Bluffs may be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties entered into that certain agreement entitled the Excess Capacity Agreement, dated March 23, 2018 ("Excess Capacity Agreement");

WHEREAS, pursuant to the Excess Capacity Agreement, and limited by the terms and conditions thereof, River Bluffs is entitled to deliver, store and release water to, in and from River Bluffs Lake aka Veldman Reservoir ("Reservoir"); and

WHEREAS, as set forth more fully below, River Bluffs is seeking ELCO and NWCWD's approval and consent to deliver water to the Reservoir, in accordance with the Excess Capacity Agreement, during the 2025 calendar year; and

WHEREAS, ELCO and NWCWD approve and consent to River Bluffs use in accordance with the Excess Capacity Agreement and subject to the terms and conditions below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants of the Parties, and other consideration, the receipt and adequacy of which is confessed and acknowledged, it is agreed by and between the Parties as follows:

1. **RECITALS.** The foregoing Recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

2. **PUMPING OF WATER IN 2025.** River Bluffs is likely to have Colorado-Big Thompson (CBT), and other waters that may be legally stored in River Bluffs Lake. Additionally, free river conditions are expected to exist in 2025, and River Bluffs desires to store such water in River Bluffs Lake. Pursuant to the Excess Capacity Agreement, and limited by the terms and conditions thereof, River Bluffs is entitled to pump such waters, and the Districts have agreed to allow River Bluffs to pump said water to the Reservoir in 2025, pursuant to the following conditions:

2.1. River Bluffs must locate all pumping infrastructure (the pump, any appurtenant measuring equipment therefor, and specifically the pipes or lines utilized to convey pumped free river water from the Cache la Poudre to Veldman Reservoir) so that the pumping and delivery route selected does not in any way violate the Deed of Conservation Easement (Three Bell I), recorded at Reception No. 20100084507 on 12/29/2010, the Deed of Trail Easement, recorded at Reception No. 20100084509 on 12/29/2010, or any other deed(s) of conservation or other easement(s) similarly encumbering the real property over/through which the pumping infrastructure will be located.

2.2. River Bluffs shall promptly provide the Districts with any and all communication between River Bluffs and Larimer County, if any, related to such location and compliance with the conservation and other easement(s) identified above.

2.3. To the extent that the location of the pumping infrastructure identified in No. 1 above is within the Permanent Easement as the same is defined in the Permanent Non-Exclusive Water Pipeline Easement and Temporary Construction Easement (Veldman Reservoir Outlet Pipeline) ["Outlet Pipeline Easement"] recorded at Reception No. 20180017523 on 3/27/2018, and it is required by such Outlet Pipeline Easement, the Districts approve such temporary pumping infrastructure location for as long as it takes to fill Veldman Reservoir with water prior to the December 31, 2025.

2.4. The pumping, storage and subsequent delivery and use of the water pumped to and stored in the Reservoir by River Bluffs shall be subject to the Excess Capacity Agreement.

2.5. River Bluffs shall be responsible for all accounting and administration required by the storage and use of the water, including, as applicable, all the requirements of the Water Commissioner and Division Engineer, and the Northern Colorado Water Conservancy District.

3. **INDEMNIFICATION.** River Bluffs shall indemnify the Districts, their respective officers, directors, and employees, and forever hold them harmless from liability for

damage or injury resulting from River Bluffs' placement or operation of the pumping infrastructure related to delivering water to the Reservoir for storage and from the Reservoir to the river.

4. **AMENDMENTS.** Any amendments or modifications to this Agreement must be in writing and executed by the Parties to be valid and binding.
5. **COUNTERPARTS.** This Agreement may be executed in counterparts and, as so executed, shall constitute one agreement, binding on the Parties, even though all the Parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the Parties, shall be deemed a fully executed instrument.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The forum for any dispute regarding this Lease shall be in the Larimer County District Court, State of Colorado.
7. **BINDING EFFECT.** This Agreement, when executed, shall bind the Parties and their successors and assigns.
8. **SEVERABILITY.** If any provision of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Reconciliation Agreement on the dates set opposite their respective signatures below.

RIVER BLUFFS VENTURES, LLC,
a Colorado limited liability company

Date: _____

By _____
Dino A. DiTullio, Manager

EAST LARIMER COUNTY WATER
DISTRICT, a quasi-municipal corporation
and a political subdivision of the State of
Colorado

Date: _____

By _____
Name: _____
Title: _____

NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation
and a political subdivision of the State of
Colorado

Date: _____

By _____
Name: _____
Title: _____

WATER LEASE AGREEMENT

THIS AGREEMENT, made this 13 day of Mar 2025 (the "Effective Date"), by and between the North Weld County Water District, ("District" or "Lessor") and Longs Peak Dairy, LLC, a Colorado limited liability company ("Lessee").

RECITALS

WHEREAS, Lessor owns a half (1.5) shares of the Water Supply and Storage Company (the "Company") represented by Stock Certificate No 6836 (1.5 share) (the "Share"); and

WHEREAS, Lessee desires to use water attributable to the Share for irrigation of 175 acres of the farm identified as the Longs Peak Dairy, LLC farm located off of County Road 39 in Pierce, Weld County ("Farm"); and

WHEREAS, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee.

AGREEMENT

NOW, THEREFORE, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Share from the Effective Date through, and including, November 15, 2025. The Share and the water attributable to the Share being leased hereunder is hereinafter also referred to as the "Water". The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2025.
3. **Lease of Water**. Lessee agrees to use the Water solely for irrigation on the Farm.
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during any year of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Share for 2025, which amount is equal to \$3,400.00 per share, plus a 10% management fee for a total of \$5,610.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.
7. **Payment**. Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such invoice has been issued. If Lessee does not make the required payment by the due date,

Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

8. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that the Share leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Share upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Share, or any other water or water rights.
9. **Effective Date.** This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties.** This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law or administrative practice concerning water rights administration, water quality or stream

flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 4 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Share that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If Lessee sells the Farm, then Lessee may assign this Agreement to the purchaser of the Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 3, which limits the use of the Water to irrigation of the Farm. An assignment of this Agreement to the purchaser of the Farm

will be approved by Lessor; however, in order to be effective, an assignment to the purchaser of the Farm shall be a) in writing, b) contain a statement which clearly states that the assignment is subject to all terms and conditions of this Agreement including specifically stating that the use of the Water is limited to irrigation of the Farm, c) signed by both Lessee and the purchaser of the Farm, d) accompanied by a copy of the deed transferring the Farm from Lessee to the purchaser of the Farm and e) provided to Lessor.

17. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns if any are allowed. The Parties intend that Lessor shall not incur any liability other than those liabilities directly running to Lessee or its assigns permitted under this Agreement if any. Lessee therefore covenants and agrees to indemnify, save and hold harmless Lessor from all liability, cost or expense of any kind, including Lessor's costs of defense, to any other party, arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.
18. **Lessor Bears No Responsibility.** Lessor shall have no liability for the failure of the Company or any other ditch or lateral to deliver the Water associated with the Share to Lessee. Lessor makes no representation or warranties regarding the quality of the Water associated with the Share and Lessor shall not be held liable by Lessee for any claims or damages related to the quality of the Water associated with the Share leased hereunder.
19. **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
20. **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.
21. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
22. **Notice.** Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this Agreement shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

To Lessor: North Weld County Water District
 P.O. Box 56
 Lucerne, CO 80646

To Lessee: Longs Peak Dairy, LLC
Attn: Wade Podtburg, Manager
45490 Weld County Rd. 39
Pierce, CO 80615

Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees**. Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law**. This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees**. In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.
26. **No Construction Against Drafter**. This Agreement was drafted by Lessor with review and comment from the attorney for Lessee. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LONGS PEAK DAIRY, LLC



By: Wade Podtburg, Manager

NORTH WELD COUNTY WATER DISTRICT

By: Eric Reckentine, District Manager

PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this _____ day of _____, 2025, by and between THE TOWN OF TIMNATH, a Colorado Home Rule Municipality, whose address is 4750 Signal Tree Drive, Timnath, CO 80547 (“**Grantor**”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (“**Grantee**” or the “**District**”).

1. **Grantor’s Property.** Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “**Property**”).

2. **Grant of Easement.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual, non-exclusive easement (the “**Easement**”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “**Easement Area**”).

3. **Purpose and Uses of Easement.** The Easement herein granted may be used by the District and its agents, employees and contractors for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) buried water pipeline (not including the supporting pipelines referenced below), in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the “**Improvements**”) including supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Reasonable access for District’s personnel, equipment and vehicles to and from the Improvements;
- (c) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor’s use of the Easement Area under the terms of this Agreement; and
- (d) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that interfere with the operation and maintenance of the District’s activities and facilities related to the Improvements on the

Easement Area.

4. Additional Rights of the District.

- (a) The District shall have the right of ingress to and egress from the Easement Area over, across and upon the Property for both pedestrian and vehicular traffic, by means of any roads and lanes now or hereafter located thereon;
- (b) The District shall have the right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area;
- (c) The District shall have the right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above, provided that the District shall not change the present grade or ground level of the Easement Area by more than one (1) foot without the prior written consent of the Grantor, which shall not be unreasonably withheld, conditioned, or delayed.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Agreement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Easement Area. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the property located adjacent to the Property.
- (e) The District shall have the right to use only so much of the Property adjacent to the Easement Area, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements, as is reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns', use and enjoyment of the Property and provided that the District shall reasonably minimize impacts to the Property and Grantor's use thereof. The District and its permitted assignees and licensees shall repair any damage caused to the Property and any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the negligent acts or omissions of the District, its permitted assignees or licensees in their use of the Easement, subject to all

immunities, defenses, and limitations of law.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District or the Grantor upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District or the Grantor to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by the other party shall be deemed to constitute consent to such improvements or objects, nor a waiver of the rights regarding removal of any such improvements or objects.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) For underground facilities, bury the Improvements at least 4 feet below the surface of the ground unless Grantor approves plans with a different depth, which approval shall not be unreasonably withheld, conditioned, or delayed;
- (b) To the extent that the surface of the ground is altered by the District or any employee, contractor, subcontractor, or agent thereof, restore the surface of the ground to as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, such as restrictions on structures, trees, shrubs, and other objects;
- (c) The District agrees that for a period of one year following initial construction which involves disturbance of the surface of the ground, the District will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that occurs as a result of the work done by the District within the Easement Area;
- (d) To the extent disturbed or altered by the District or any employee, contractor, subcontractor or agent thereof, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (e) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District;

- (f) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (g) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District or allowed consistent with Sections 7 and 8 below in the event and to the extent that those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement notwithstanding Section 4(e) above.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes and so long as the same does not interfere with or endanger the Improvements, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees, as determined in consultation between the District and Grantor. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall notify give Grantor advance notice and, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not unreasonably interfere with the District's use of the Easement Area or the Easement, or endanger any of the Improvements or the District's facilities on or under the Easement Area or the District's use thereof subject to the express limitations below. Notwithstanding Section 4(e) above, the District shall not be liable for damages to any items described below or in Section 8 to the extent caused by use of the Easement by District or any employee, contractor, subcontractor, or agent thereof. In use of the Easement Area, Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on, over, or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without providing gate

access to Grantee with similar size of gate access as existing;

- (e) Plant or allow any trees to exceed three (3) feet at mature growth or shrubs or other landscaping with root systems over one (1) foot deep to grow on the Easement Area, or alter ground level by more than one (1) foot, without the prior written consent of Grantee, which shall not be unreasonably withheld, conditioned or delayed;
- (f) Add or remove soil or alter the grade of the land within the Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld;
- (g) Construct or place, longitudinally along or otherwise within the Easement Area, any underground pipeline, cable, wire, conduit, valve, stub, or other utility or appurtenance, without the prior written consent of Grantee, which shall not be unreasonably withheld;
- (h) Grant easement interests in the Easement Area to other grantees, without the prior written consent of Grantee and Grantee approval of design plans, which shall not be unreasonably withheld;
- (i) Construct fences (other than along property lines) or retaining walls on the Easement Area; and
- (j) Construct basketball courts, tennis courts, or volleyball courts on, over, or under the Easement Area.

8. The Easement Area is currently in use for agricultural use by the Grantor. Grantor may use the Easement Area for the following permitted uses, provided that the plans for those permitted uses and associated improvements to be installed by Grantor on, over, or under the Easement Area shall be provided to the Grantee in advance and that Grantee provides its prior written approval to the plans, uses, and associated improvements for the purpose of determining non-interference with the Improvements, which written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned:

- (a) Open space areas with or without landscaping;
- (b) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
- (c) Paved, gravel-surfaced, or unsurfaced parking areas, except use involving long-term storage which shall not be allowed within the Easement Area;
- (d) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings, basketball courts, tennis and volleyball courts) such as trails and bike paths;

- (e) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
- (f) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing; and
- (g) Temporary or removable and replaceable objects such as yard lights, mail boxes, signs, fences, and shrubs, flowers, or plants without deep root systems.

Grantor and its permitted assignees and licensees shall repair any damage caused to the Improvements and any facilities related to the Improvements on the Easement Area and shall be liable for any injury to any person or damage to property, to the extent arising out of the acts or omissions of Grantor, its permitted assignees or licensees, subject to all immunities, defenses, and limitations of law.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

9. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, except as permitted under Section 7 above.

10. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement.

11. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or

groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement Area (“**Pre-Existing Wastes**”), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

12. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.

- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements over the Easement Area upon notice to the Grantor to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (j) Sovereign Immunity. Neither the District nor Grantor shall be deemed to have waived their sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District or Grantor under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled “Permanent Water Easement Agreement”, an Exhibit A containing a legal description of the Grantor’s Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, “Addendum”) is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

Notary Public

THE DISTRICT:

**NORTH WELD COUNTY WATER
DISTRICT**, a Political Subdivision of the
State of Colorado

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by
Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political
Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

THE NE 1/4 OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO. EXCEPT THAT PORTION CONVEYED BY
DEEDS RECORDED NOVEMBER 2, 1907, IN BOOK 269 AT PAGE 254 AND
SEPTEMBER 24, 1976, AT RECEPTION NO. 1699780 IN BOOK 778 AND OCTOBER 9,
1951, IN BOOK 1313 AT PAGE 346.

EXHIBIT B
(Legal Description of the Easement Area)
Attached

Drawing Name: Z:\-Business Focus\PM_CW\North Weld County Water District (NWCWD)\Zone 1 Waterline\Drawings\CAD\Sheets\Zone 1 LC Canal Crossings Cover.dwg Friday, January 03, 2025 12:34 PM By: Jeremy Goetsch

General Notes:

1. THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH WATER STORAGE AND SUPPLY COMPANY (WSSC) AT LEAST FOUR (4) WEEKS PRIOR TO ACCESSING THE PROPERTY. THE CONTRACTOR SHALL PROVIDE A COPY OF THE DRAWINGS AND SPECIFICATIONS TO WSSC TO REVIEW AT LEAST TWO (2) WEEKS PRIOR TO THE PRE-CONSTRUCTION MEETING. NORTH WELD COUNTY WATER DISTRICT (NWCWD), WSSC, THE PROJECT MANAGER, THE CONSTRUCTION MANAGER, AND PROJECT ENGINEER WILL ATTEND THE PRE-CONSTRUCTION MEETING. THE PURPOSE OF THE MEETING WILL BE TO DISCUSS AND COORDINATE PROJECT WORK ACTIVITIES; AND DOCUMENT ANY SPECIFIC RESTORATION REQUIREMENTS IDENTIFIED BY WSSC THAT MAY DEVIATE FROM THE DRAWINGS AND SPECIFICATIONS. A RECLAMATION FORM, INCLUDED AS A SUPPLEMENT TO THE CONTRACT SPECIFICATIONS, SHALL BE USED TO DOCUMENT THE PRE-CONSTRUCTION MEETING. A COMPLETED RECLAMATION FORM SHALL BE PRESENTED TO WSSC WITHIN 2- WEEKS AFTER THE PRE-CONSTRUCTION MEETING FOR ACKNOWLEDGEMENT. THE RECLAMATION FORM SHALL BE SIGNED BY THE CONTRACTOR, THE DISTRICT, THE CONSTRUCTION MANAGER, AND WSSC. AFTER RECLAMATION HAS BEEN COMPLETED, THE RECLAMATION FORM WILL BE RE-PRESENTED TO WSSC DURING A POST-CONSTRUCTION MEETING FOR A "SIGN-OFF" SIGNATURE WHICH WILL DOCUMENT THAT THE CITY AND THE CONTRACTOR HAVE SATISFACTORILY COMPLETED THEIR RECLAMATION REQUIREMENTS AND OBLIGATIONS.
2. IN GENERAL, THE CONSTRUCTION WINDOW FOR WORK WITHIN THE DITCH RIGHT-OF-WAY WILL BE NOVEMBER 1ST THROUGH APRIL 1ST. HOWEVER, WSSC RESERVES THE RIGHT TO MODIFY THIS WINDOW BASED OFF OF WEATHER AND FLOW CONDITIONS OF THE DITCH.
3. ALL AREAS DISTURBED IN THE DITCH RIGHT-OF-WAY SHALL BE RESTORED TO EXISTING CONDITION PER DETAIL 101 ON SHEET C603 OF THIS PACKAGE. IN GENERAL, THIS WILL REQUIRE RIPRAP TO BE INSTALLED TO 2' ABOVE THE HIGH WATER MARK, 25' EACH SIDE OF THE TRENCH. IT WILL ALSO BE REQUIRED TO INSTALL A 24" THICK CLAY LINER FOR THE LIMITS OF DISTURBANCE WITHIN THE DITCH RIGHT-OF-WAY.

BENCHMARKS

Coordinate Control

VERTICAL DATUM:
PROJECT DATUM: NAVD88

BENCHMARK #NGS-LAMBRECHT: THE STATION IS LOCATED ABOUT 4 MI (6.4 KM) EAST-SOUTHEAST OF TIMNATH, 2.9 MI (4.7 KM) NORTH OF WINDSOR AND 0.8 MI (1.3 KM) SOUTHWEST OF THE SOUTHWESTERN SHORE OF WINDSOR RESERVOIR, IN THE NORTHEAST 1/4 OF SECTION 5, T 6 N, R 67 W, AT STATE HIGHWAY 257 MILEPOST 14.3. A STANDARD DISK SET IN THE TOP OF A 0.5 M (1.6 FT) ROUND BY 1.7 M DEEP CONCRETE POST PROJECTING 5 CM ABOVE THE GROUND. IT IS 57.1 M (187.3 FT) SOUTH FROM THE DRIVEWAY GOING TO 35943 HIGHWAY 257, 18.8 M (61.7 FT) WEST FROM THE CENTER LINE OF STATE HIGHWAY 257, 1.1 M (3.6 FT) EAST-NORTHEAST FROM A PROPERTY CORNER PIN LS 12374, 0.95 M (3.12 FT) NORTH FROM A WITNESS POST, 0.75 M (2.46 FT) WEST FROM A WITNESS POST AND ABOUT 1.8 M (5.9 FT) ABOVE THE HIGHWAY.

ELEVATION: 4920.45 (NAVD88)

BENCHMARK #NGS-WENSING: THE STATION IS LOCATED ABOUT 5.3 MI (8.5 KM) NORTH-NORTHEAST OF WINDSOR, 2 MI (3.2 KM) NORTH OF SEVERANCE AND 0.7 MI (1.1 KM) EAST-SOUTHEAST OF LOOP LAKE, IN THE NORTHWEST 1/4 OF SECTION 25, T 7 N, R 67 W. A STANDARD DISK SET IN THE TOP OF A 0.5M ROUND BY 1.7 M (5.6 FT) DEEP CONCRETE POST PROJECTING 5 CM ABOVE THE GROUND. IT IS 12.3 M (40.4 FT) SOUTHWEST FROM THE INTERSECTION OF A WATER DITCH AND WELD COUNTY ROAD 78, 8.0 M (26.2 FT) SOUTH FROM THE CENTER OF WELD COUNTY ROAD 78, 4.65 M (15.26 FT) EAST FROM THE TOP CENTER OF A TELEPHONE PEDISTAL, 2.9 M (9.5 FT) WEST FROM THE WESTERN EDGE OF A WATER DIVISION BOX, 0.8 M (2.6 FT) WEST FROM A WITNESS POST, 0.7 M (2.3 FT) SOUTH FROM A WITNESS POST AND IN FRONT OF THE ENTRANCE TO THE DAIRY AT 11283 WELD COUNTY ROAD.

ELEVATION: 5011.11 (NAVD88)

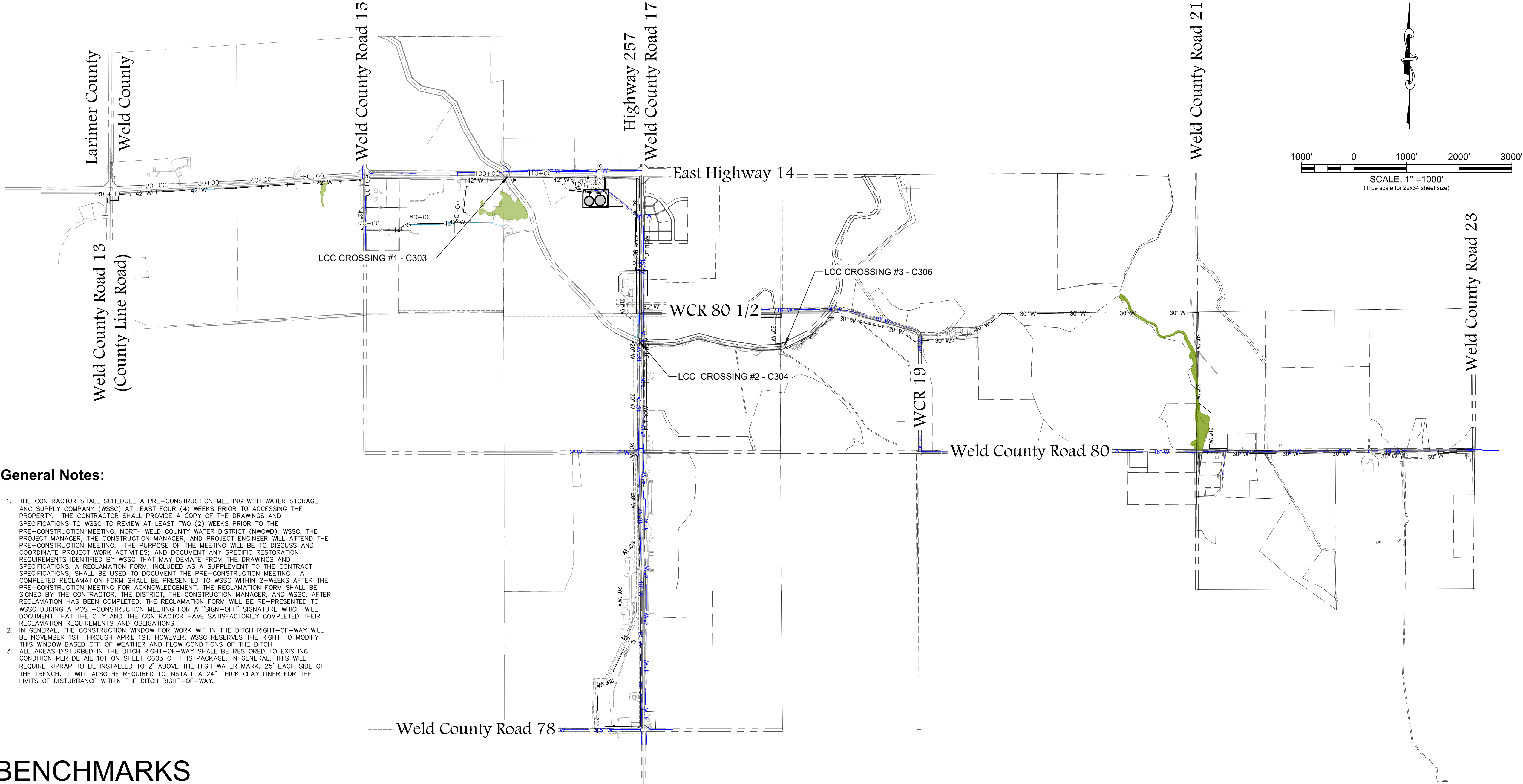
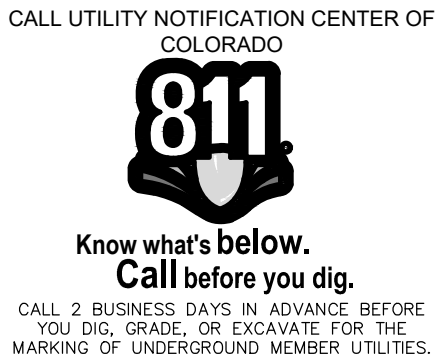
HORIZONTAL DATUM:
MODIFIED NAD83/2011 COLORADO STATE PLANE
COORDINATE SYSTEM NORTH ZONE SCALE FACTOR 1.000266750 (0.999733320)

NOTE:

1. THIS DRAWING IS AT MODIFIED STATE PLANE COORDINATES.

SURVEY CONTROL POINTS				
POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
2	CP-ICE	1455475.8160	3155299.9710	5004.06
6	CP-GARCHOMP	1455908.7310	3162298.1510	5093.12
7	NGS-LAMBRECHT	1433174.5500	3165379.8820	4920.45
8	NGS-WENSING	1445112.0400	3183008.6820	5011.11
11	CP-DITCH	1455294.0400	3164654.1420	5134.27
13	CP-FIELD	1455298.2110	3162677.4910	5076.74
14	CP-ROAD	1456555.9600	3157651.5190	5052.44
16	CP-X	1450371.6540	3170606.7730	5083.98
21	CP-WAT	1450356.9220	3174739.9070	5003.56
23	CP-WOLF	1450340.9090	3179769.4370	4984.56
26	CP-RB	1453012.0170	3169026.6520	5091.65
27	WP A	1458377.8200	3155104.0360	5034.80
28	WP B	1457988.7470	3155266.8760	5032.02
29	WP C	1455837.4760	3155260.9150	5008.14
30	WP D	1455417.1950	3156588.6160	5034.97
31	WP E	1456043.6340	3156794.1650	5041.66

SURVEY CONTROL POINTS				
POINT #	DESCRIPTION	NORTHING	EASTING	ELEVATION
32	WP F	1455434.0890	3157700.6180	5043.28
34	WP H	1455541.8830	3158800.7560	5044.44
36	WP J	1455573.5350	3160045.1140	5056.08
37	WP K	1455633.4630	3161199.3080	5073.08
39	WP M	1455604.6180	3162816.0090	5095.90
41	WP O	1455591.3020	3165282.6150	5157.29
44	WP R	1445022.6230	3165308.6070	4989.26
45	WP S	1446434.1770	3165406.6630	4994.52
46	WP T	1447564.5240	3165368.1300	4999.13
48	WP W	1450380.2590	3165310.7030	5044.39
50	WP Y	1451704.2360	3165317.7270	5072.62
51	WP Z	1453078.8670	3165335.6670	5106.28
53	WP 2	1454753.5230	3165336.1970	5135.55
54	CP VV	1448454.0670	3165357.0280	5009.22
136	CP-NAILE	1455361.6160	3164217.7550	5131.20



P.E. Seal

SHEET STATUS

60% PLAN SET
NOT FOR
CONSTRUCTION

Zone 1 LC Canal Crossings Cover

DESIGNED BY:	D. Egger	DATE:	August 12, 2024
DRAWN BY:	R. Bunner	SCALE:	NTS
APPROVED BY:	J. Burrell	FILE NAME:	Zone 1 LC Canal Crossings Cover.dwg

NORTH WELD COUNTY WATER DISTRICT
ZONE 1 WATERLINE

PROJECT NUMBER:
XXXX

SHEET NUMBER

C100

SHEET INDEX: 1

Profile Scale: HORIZ. 1"=20' VERT. 1"=10'

100.0' Water Supply & Storage Rights-of-Way Rec. No. 127135

Larimer County Canal

42" WSP WATER @ 2.8%

42" WSP WATER @ 0.0%

42" WSP WATER @ 3.2%

Existing Ground

BFV VAULT

311 C602

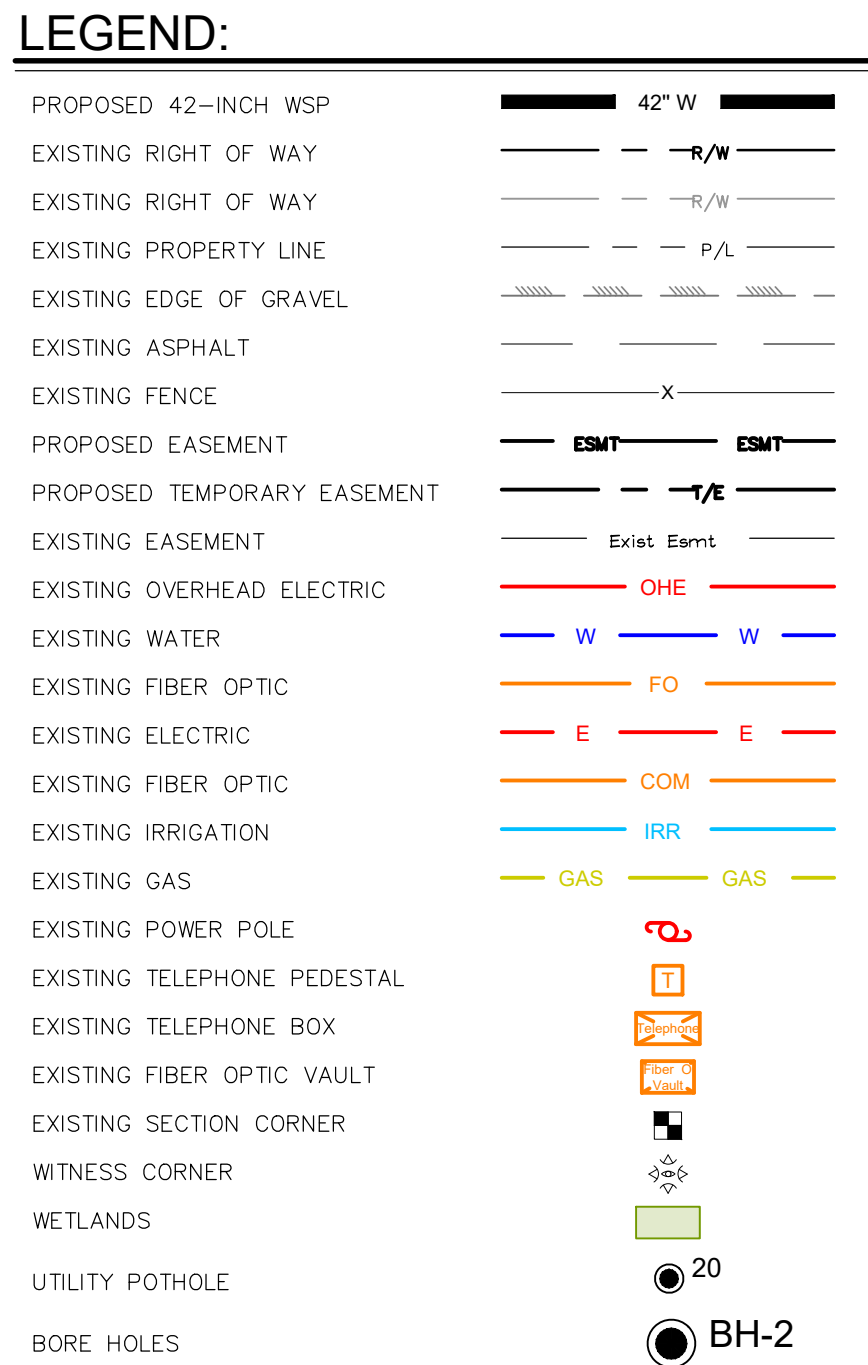
STA 103+25.56 TOP: 5087.12 45.12' VERTICAL BEND STA 103+35.76 TOP: 5087.12 45.12' VERTICAL BEND STA 103+44.76 TOP: 5077.92 45.12' VERTICAL BEND STA 103+57.92 TOP: 5077.92 BLOWOFF, SEE DETAIL STA 104+27.79 TOP: 5087.12 45.12' VERTICAL BEND STA 104+35.76 TOP: 5087.12 43.12' VERTICAL BEND STA 105+25.00 TOP: 5087.16 CARY

10.0' MIN.

EXISTING GROUND ELEVATION: TYP


5030 5040 5050 5060 5070 5080 5090 5100 5110

102+00 102+50 103+00 103+50 104+00 104+50 105+00 105+50 106+00 106+50



- ## NOTES:
1. MAINTAIN 10' HORIZONTAL AND 18" VERTICAL MINIMUM SEPARATION BETWEEN ALL SANITARY SEWER MAINS, WATER MAINS & SERVICES; OR AS NOTED ON DRAWINGS.
 2. MINIMUM DEPTH OF COVER OVER WATERLINE SHALL BE 4.5'. MAXIMUM COVER SHALL BE 5.5'. UNLESS OTHERWISE NOTED.
 3. ALL FITTINGS AND VALVES ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
 4. MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES. CONTRACTOR RESPONSIBLE FOR COORDINATING ACCESS.
 5. SEE SUBSURFACE UTILITY ENGINEERING SHEETS ##### - ####. SEE SHEET ##### FOR POTHOLE TABLE AND NOTES.
 6. UTILIZE NEW FIRE HYDRANT AS HIGH POINT WHEN FILLING NEW WATER MAIN TO BLEED OFF AIR.
 7. ALL EXISTING WATERLINE ABANDONMENTS SHALL BE CAPPED WITH CONCRETE / GROUT PLUG. SEE DETAIL 312 ON SHEET #####.
 8. FOSTER ADAPTER SHALL BE UTILIZED BETWEEN ALL TEES AND FITTINGS; SOLID SLEEVE CONNECTIONS TO EXISTING WATER MAINS.

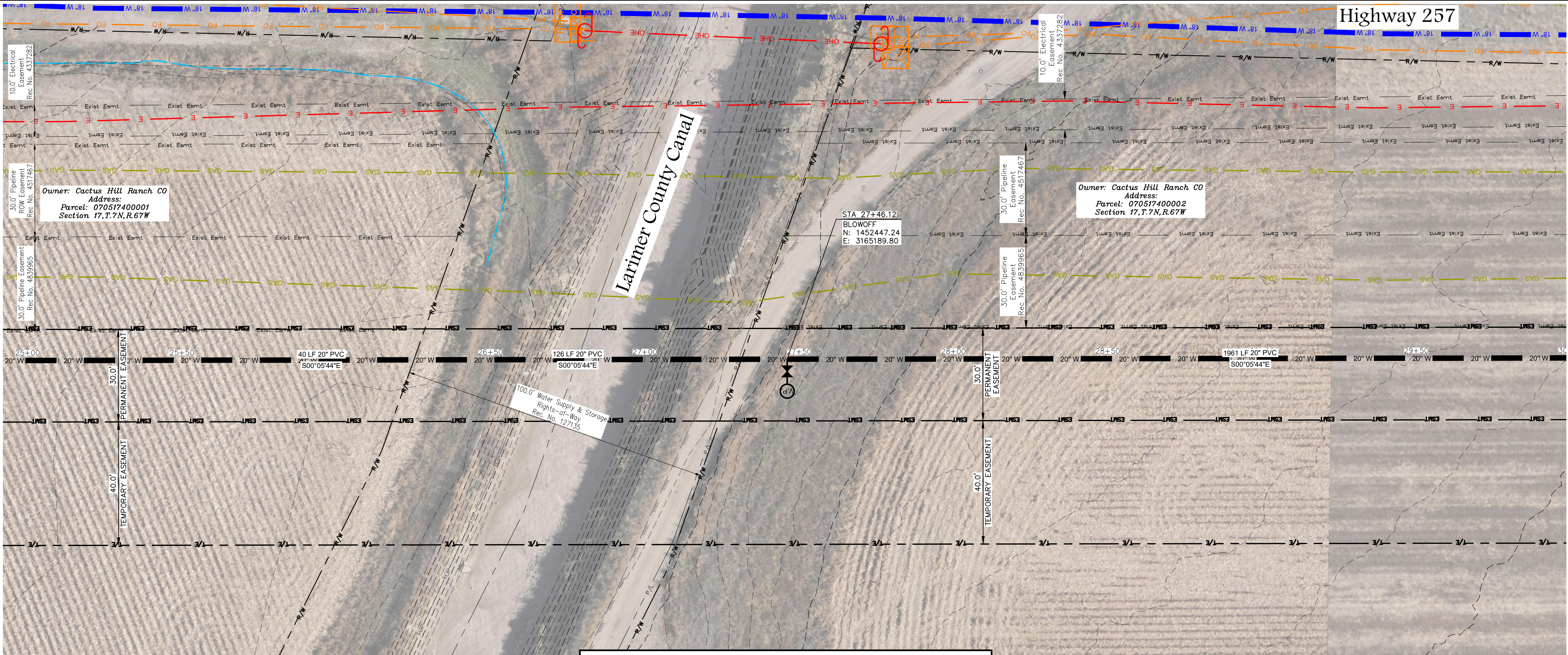
CALL UTILITY NOTIFICATION CENTER OF
COLORADO



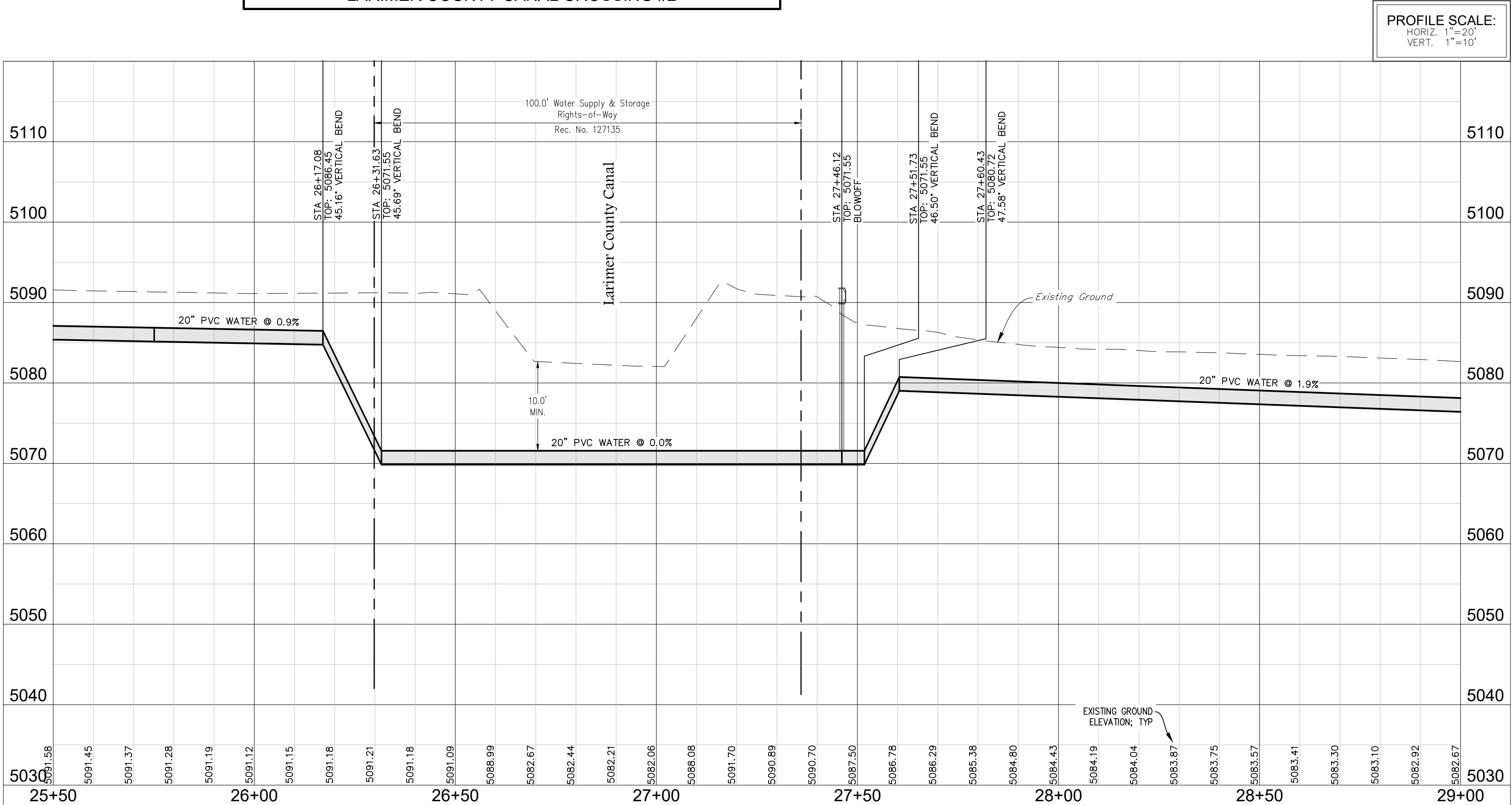
**Know what's below.
Call before you dig.**

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE
YOU DIG, GRADE, OR EXCAVATE FOR THE
MARKING OF UNDERGROUND MEMBER UTILITIES

Drawing Name: Z:\-Business Focus\PM_CM\North Weld County Water District (NWCWD)\Zone 1 Waterline\Drawings\CAD Sheets\Zone 1 LC Canal 2 Detailed P&P.dwg Friday, January 03, 2025 4:01 PM By: Jeremy Goetsch



LARIMER COUNTY CANAL CROSSING #2



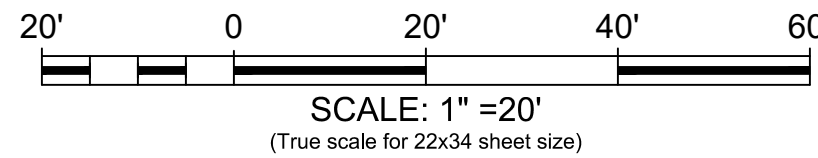
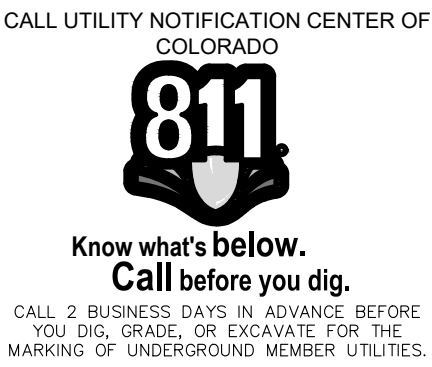
PROFILE SCALE:
HORIZ. 1"=20'
VERT. 1"=10'

LEGEND:

PROPOSED 42-INCH WSP	42" W
EXISTING RIGHT OF WAY	R/W
EXISTING RIGHT OF WAY	R/W
EXISTING PROPERTY LINE	P/L
EXISTING EDGE OF GRAVEL	
EXISTING ASPHALT	
EXISTING FENCE	X
PROPOSED EASEMENT	ESMT
PROPOSED TEMPORARY EASEMENT	T/E
EXISTING EASEMENT	Exist Easmt
EXISTING OVERHEAD ELECTRIC	OHE
EXISTING WATER	W
EXISTING FIBER OPTIC	FO
EXISTING ELECTRIC	E
EXISTING FIBER OPTIC	COM
EXISTING IRRIGATION	IRR
EXISTING GAS	GAS
EXISTING POWER POLE	
EXISTING TELEPHONE PEDESTAL	
EXISTING TELEPHONE BOX	
EXISTING FIBER OPTIC VAULT	
EXISTING SECTION CORNER	
WITNESS CORNER	
WETLANDS	
UTILITY POTHOLE	20
BORE HOLES	BH-2

NOTES:

1. MAINTAIN 10' HORIZONTAL AND 18" VERTICAL MINIMUM SEPARATION BETWEEN ALL SANITARY SEWER MAINS, WATER MAINS & SERVICES; OR AS NOTED ON DRAWINGS.
2. MINIMUM DEPTH OF COVER OVER WATERLINE SHALL BE 4.5'. MAXIMUM COVER SHALL BE 5.5', UNLESS OTHERWISE NOTED.
3. ALL FITTINGS AND VALVES ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
4. MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES. CONTRACTOR RESPONSIBLE FOR COORDINATING ACCESS.
5. SEE SUBSURFACE UTILITY ENGINEERING SHEETS #### - ####. SEE SHEET #### FOR POTHOLE TABLE AND NOTES.
6. UTILIZE NEW FIRE HYDRANT AS HIGH POINT WHEN FILLING NEW WATER MAIN TO BLEED OFF AIR.
7. ALL EXISTING WATERLINE ABANDONMENTS SHALL BE CAPPED WITH CONCRETE / GROUT PLUG. SEE DETAIL 312 ON SHEET ####.
8. FOSTER ADAPTER SHALL BE UTILIZED BETWEEN ALL TEES AND FITTINGS; SOLID SLEEVE CONNECTIONS TO EXISTING WATER MAINS.



P.E. Seal

SHEET STATUS
60% PLAN SET
NOT FOR CONSTRUCTION

LARIMER COUNTY CANAL
DETAILED PLAN AND PROFILE

DESIGNED BY: D. Egger
DATE: August 12, 2024
DRAWN BY: R. Bunner
SCALE: 1" = 20'
APPROVED BY: J. Burrell
FILE NAME: Zone 1 LC Canal 2 Detailed P&P.dwg

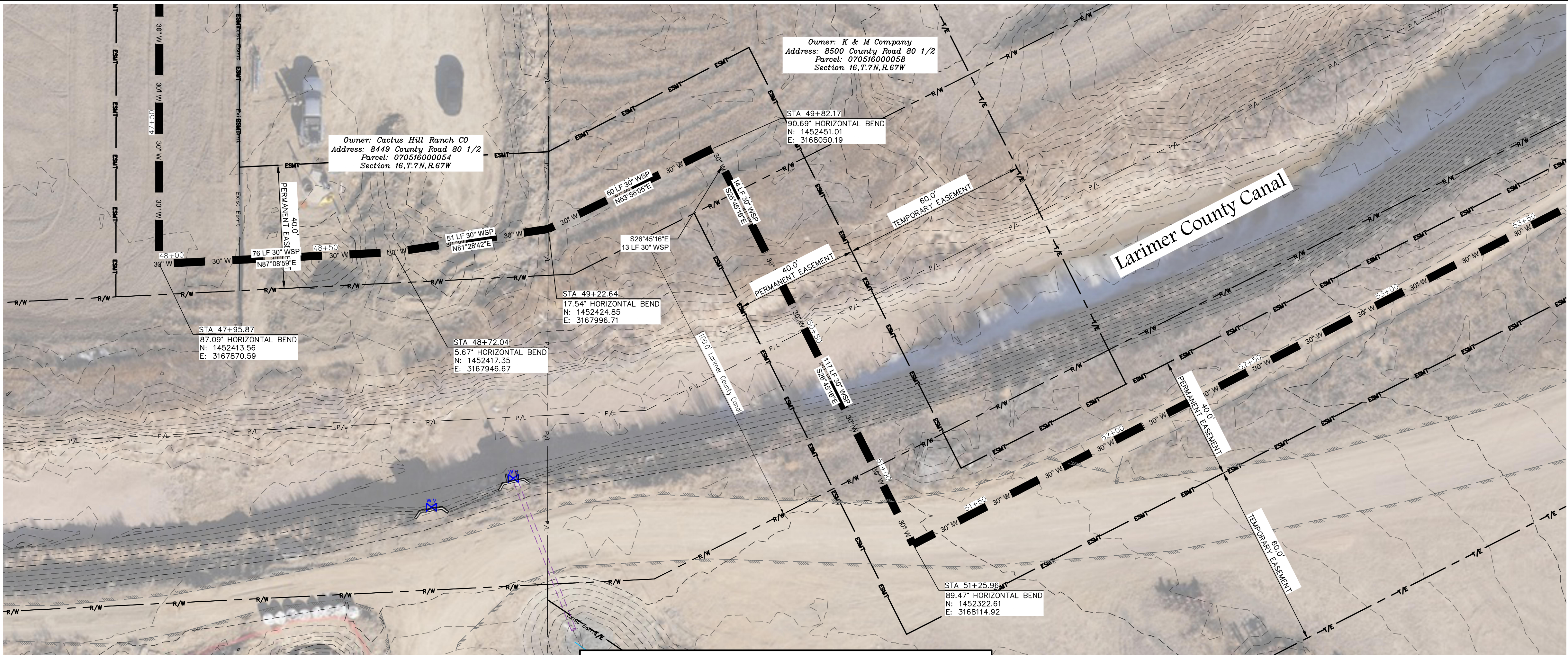
NORTH WELD COUNTY WATER DISTRICT
ZONE 1 WATERLINE

PROJECT NUMBER: XXXX
SHEET NUMBER

C304

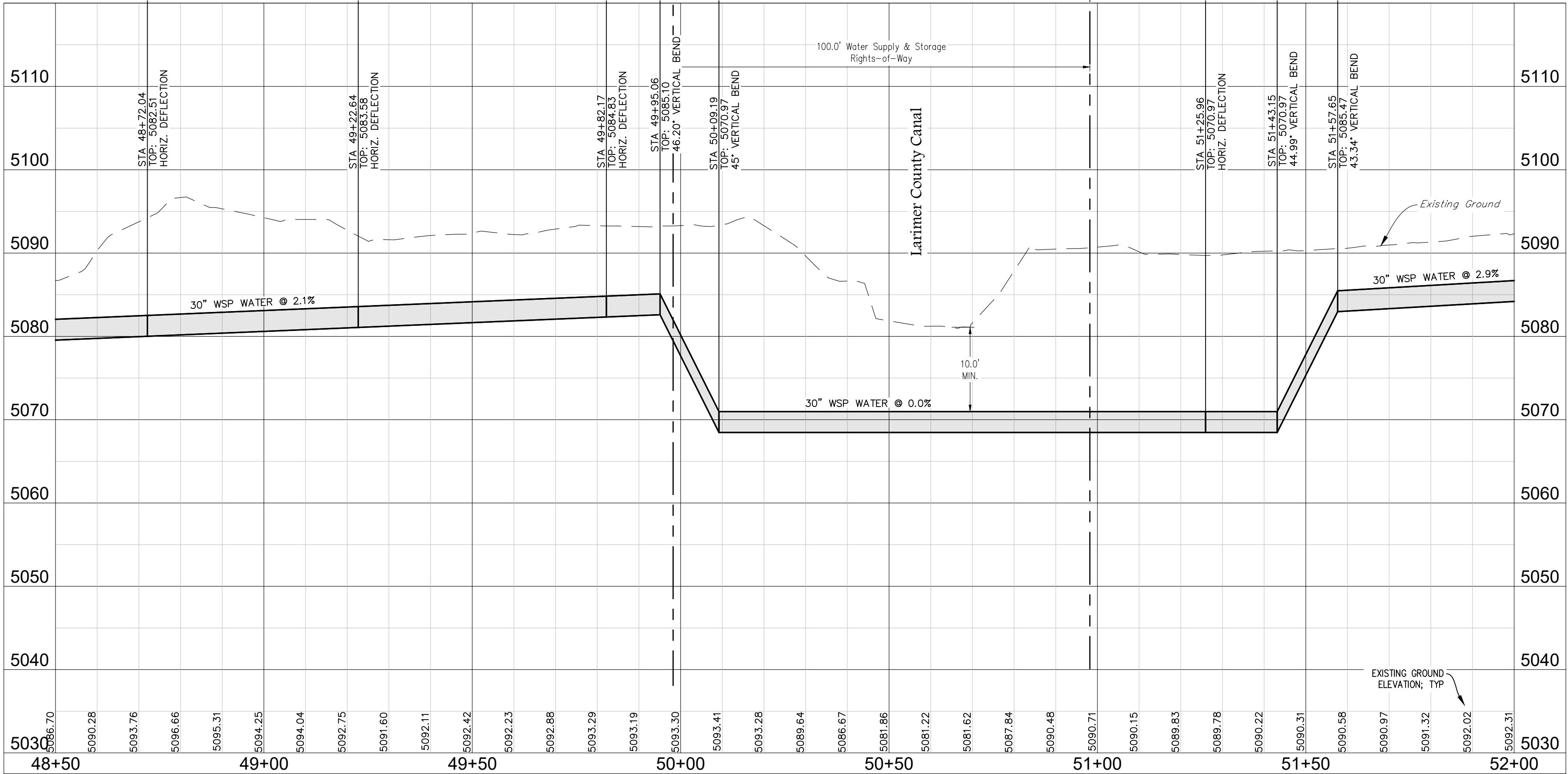
SHEET INDEX: 38

Drawing Name: Z:\-Business Focus\PM_CW\North Weld County Water District (NWCWD)\Zone 1 Waterline\Drawings\CAD\Sheets\Zone 1 LC Canal 3 Detailed P&P.dwg Friday, January 03, 2025 12:29 PM By: Jeremy Goetsch



LARIMER COUNTY CANAL CROSSING #3

PROFILE SCALE:
HORIZ. 1"=20'
VERT. 1"=10'

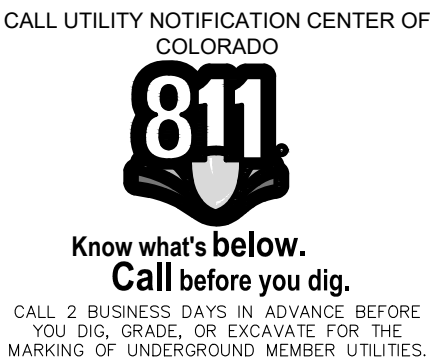


LEGEND:

PROPOSED 42-INCH WSP	42" W
EXISTING RIGHT OF WAY	R/W
EXISTING RIGHT OF WAY	R/W
EXISTING PROPERTY LINE	P/L
EXISTING EDGE OF GRAVEL	
EXISTING ASPHALT	
EXISTING FENCE	X
PROPOSED EASEMENT	ESMT
PROPOSED TEMPORARY EASEMENT	T/E
EXISTING EASEMENT	Exist Easmt
EXISTING OVERHEAD ELECTRIC	OHE
EXISTING WATER	W
EXISTING FIBER OPTIC	FO
EXISTING ELECTRIC	E
EXISTING FIBER OPTIC	COM
EXISTING IRRIGATION	IRR
EXISTING GAS	GAS
EXISTING POWER POLE	
EXISTING TELEPHONE PEDESTAL	
EXISTING TELEPHONE BOX	
EXISTING FIBER OPTIC VAULT	
EXISTING SECTION CORNER	
WITNESS CORNER	
WETLANDS	
UTILITY POTHOLE	20
BORE HOLES	BH-2

NOTES:

1. MAINTAIN 10' HORIZONTAL AND 18" VERTICAL MINIMUM SEPARATION BETWEEN ALL SANITARY SEWER MAINS, WATER MAINS & SERVICES; OR AS NOTED ON DRAWINGS.
2. MINIMUM DEPTH OF COVER OVER WATERLINE SHALL BE 4.5'. MAXIMUM COVER SHALL BE 5.5', UNLESS OTHERWISE NOTED.
3. ALL FITTINGS AND VALVES ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
4. MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES. CONTRACTOR RESPONSIBLE FOR COORDINATING ACCESS.
5. SEE SUBSURFACE UTILITY ENGINEERING SHEETS #### - ####. SEE SHEET #### FOR POTHOLE TABLE AND NOTES.
6. UTILIZE NEW FIRE HYDRANT AS HIGH POINT WHEN FILLING NEW WATER MAIN TO BLEED OFF AIR.
7. ALL EXISTING WATERLINE ABANDONMENTS SHALL BE CAPPED WITH CONCRETE / GROUT PLUG. SEE DETAIL 312 ON SHEET ####.
8. FOSTER ADAPTER SHALL BE UTILIZED BETWEEN ALL TEES AND FITTINGS; SOLID SLEEVE CONNECTIONS TO EXISTING WATER MAINS.



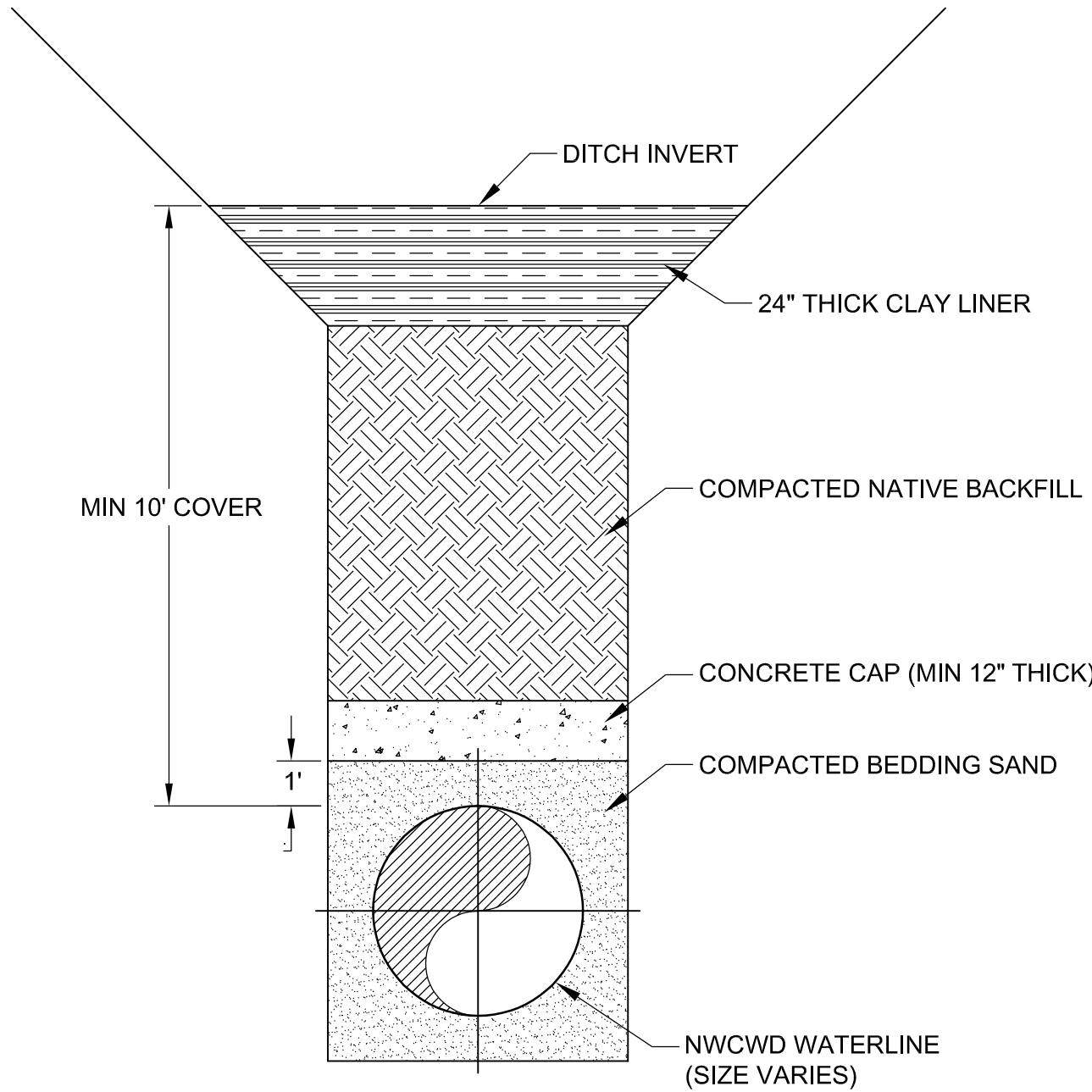
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100

C501

WATERLINE TRENCH DETAIL

NTS

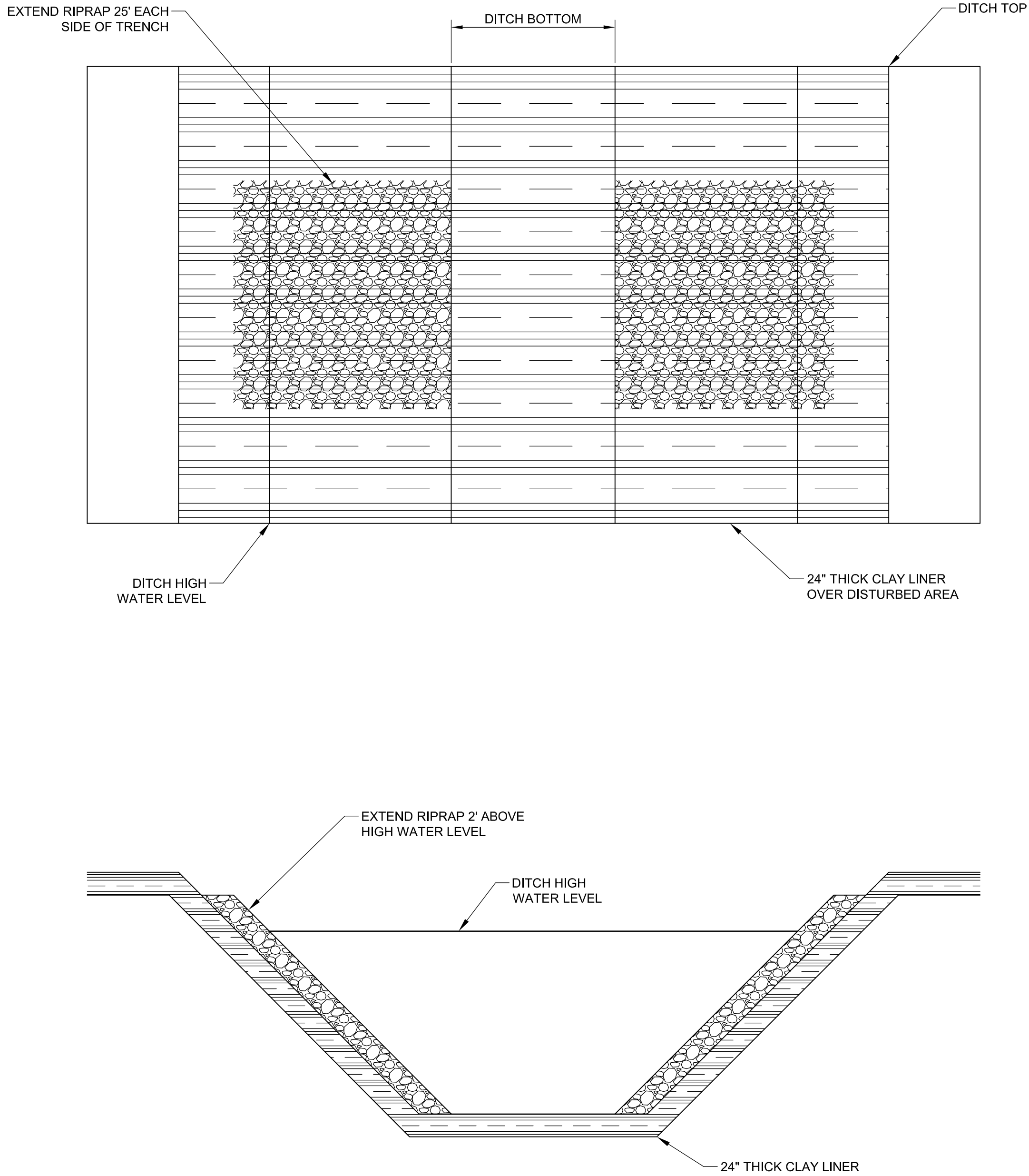


101

C501

DITCH RESTORATION DETAIL

NTS



**CROSSING AGREEMENT
FOR
WATERLINE
(WATER SUPPLY AND STORAGE COMPANY
and
NORTH WELD COUNTY WATER DISTRICT)**

THIS CROSSING AGREEMENT, (“Agreement”) made this ____ day of _____, 2025, between the parties, being THE WATER SUPPLY AND STORAGE COMPANY, whose address is P.O. Box 2017, Fort Collins, Colorado, 80522, hereinafter the “Company” or “WSSC”, and NORTH WELD COUNTY WATER DISTRICT, 32825 C.R. 39, Lucerne, CO 80646 (“NWCWD”).

FACTUAL RECITALS

A. The Company is the operator of a canal or ditch known as the Larimer County Canal (hereinafter called the “Ditch”). The Ditch passes through Sections 17, Township 7 North, Range 67 West of the 6th P.M., Weld County, Colorado, as approximately shown on the map attached hereto and incorporated herein as **Exhibit A** (the “Property”).

B. The Company has a valid and existing prescriptive right-of-way and easement for the Ditch and sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way (the “Ditch Easement”). A portion of the Ditch Easement is generally located within the Property, as approximately shown on **Exhibit A**.

C. NWCWD intends to install one (1) underground PVC, not to exceed twenty inches (20.0”) in nominal diameter, under a portion of the Ditch and Ditch Easement for the transport of water (collectively the “Waterline”). NWCWD contemplates crossing the Ditch and Ditch Easement with the Waterline in one (1) location by open cutting the Ditch, installing the Waterline, and restoring the Ditch. The location, cross sections, Ditch restoration details, and other specifics of the portion of the Waterline that will cross the Ditch and Ditch Easement are shown on **Exhibit A**, attached hereto and incorporated herein by this reference. The crossing under the Ditch and Ditch Easement is collectively referred to as the “Crossing Area”.

D. The Company desires to grant NWCWD a right of crossing on, under and through the Crossing Area for the purposes of installing, maintaining, repairing and replacing for repairs only, the Waterline where it traverses the Property, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Company, the parties covenant and mutually agree as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth herein.

2. For good and valuable consideration in the amount of TEN THOUSAND DOLLARS (\$10,000.00) (the "Crossing Fee"), the Company hereby grants to NWCWD a nonexclusive right of crossing on, through and across the Crossing Area in the location shown on **Exhibit A**, for the purpose of constructing, operating, maintaining, repairing, inspecting, removing, replacing the Waterline, including the right of ingress and egress within the Crossing Area, for future construction, operation, inspection, maintenance, repair, removing, and replacement (the "Crossing"). The Waterline and related facilities, including, but not limited to drips, valves, fittings, metering equipment, or other appurtenances directly related to the Waterline described in this Section 2 are collectively referred to herein as the "Improvements." All Improvements must be underground at the specific locations and in the manner designated and referred to on **Exhibit A**. NWCWD shall have the right to mark the location of the Crossing Area with suitable markers set in or upon the Property, provided the markers shall be placed in locations that will not interfere with any reasonable use of the Ditch or Ditch Easement by the Company. NWCWD acknowledges and understands that any and all access to the Crossing Area shall only occur across the appurtenant properties, in accordance with NWCWD's agreements with said property owners, and shall not occur over and across the Ditch, Ditch Easement, or ditch road.

3. The Company makes no representations or warranties as to whether NWCWD obtained or needs to obtain consent from the owners of the land surrounding the Ditch and Ditch Easement in the Property area or the owners or easement holders of any existing pipelines, waterlines, utility lines, ditches or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement prior to commencing construction of the Improvements. NWCWD shall be responsible for any required notification and permission to the operators of the existing pipelines, waterlines, and utility lines and other easement holders of NWCWD's activities on the Ditch and such notification and permission shall be made pursuant to the terms of the recorded easements or industry standards, whichever is more stringent. NWCWD agrees to obtain from the landowners who have fee simple title to the Property upon which the Ditch, Ditch Easement and related appurtenances are located an easement or other written permission to cross the Property. The Company shall be without liability for any damage to said landowners to the extent caused by NWCWD's exercise of its rights set forth in Section 2 and pursuant to this Agreement, except as to such damage as may be caused by the negligence or wanton and willful misconduct of the Company.

4. The Company reserves the right to use the Ditch, the Ditch Easement, and/or the Crossing Area for any purpose, including, but not limited to, maintaining, cleaning, repairing and operating the Ditch, so long as such use does not materially impair or interfere with NWCWD's use of the Crossing Area for the purposes described in Section 2.

5. NWCWD shall obtain all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair, and/or maintenance of the Improvements. The Company acknowledges that NWCWD has provided preliminary plans for the Improvements to the Company for its review. Prior to commencing any installation, construction, maintenance, and/or repair of the Improvements, NWCWD shall submit detailed final plans and specifications for the Improvements to the Company (the "Plans"). NWCWD shall obtain the Company's written approval of such final plans and specifications and

any contemplated work prior to any construction, maintenance and/or repair, which approval shall not be unreasonably withheld, conditioned, or delayed. The Company's review and any approval of the Plans and the contemplated work and any supervision of the work by the Company shall not constitute an engineering review or supervision and does not affect, release and/or limit NWCWD from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations for the design, construction, repair and/or maintenance of the Improvements. NWCWD and the Company agree to cooperate in good faith to coordinate any additional construction, maintenance, operation and/or repair of the Ditch, Ditch Easement, Crossing Area, and Improvements. All such construction, maintenance and repair of the Improvements thereto shall be done by NWCWD, at its sole cost and expense, to the satisfaction of the Company.

6. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch, Ditch Easement, and/or any appurtenances thereto, either now or at any future time, the Company shall be wholly without liability to NWCWD for damage to the Improvements as the result of the making of such maintenance and repairs, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. In the event repair and maintenance of the Ditch and/or Ditch Easement is required or advisable due to the existence, construction, surveying, inspection, operation, maintenance, repair or installation of the Improvements or any appurtenances, NWCWD will promptly repair and maintain the Ditch and/or Ditch Easement to the reasonable satisfaction of the Company. Determination of whether repair and/or maintenance to the Ditch Easement and/or Ditch is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.

7. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto as if this Agreement had not been made, and any expense or damages caused thereby to the Improvements shall not be chargeable to the Company, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. In the event, however, that any such action on the part of the Company could reasonably be expected to affect NWCWD, except in the event of emergency repairs, the Company agrees to give at least ninety (90) days prior notice to NWCWD and to reasonably cooperate with NWCWD to avoid injuries or damages to the Improvements. NWCWD shall be permitted to have its representatives present during any such activity at its own risk and expense. Any inspection or observation by NWCWD will be solely for NWCWD's benefit and will create no obligation to the Company. Any such modification or relocation of the Improvements shall be at NWCWD's sole expense, and this Agreement shall be amended by the Company and NWCWD to reflect any changes associated with such modification or relocation. In the event that the Company finds it necessary to perform emergency repairs to the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, either now or at any future time, the Company shall be wholly without liability to NWCWD for damages to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. Determination of whether an emergency exists shall be at the reasonable discretion of the Company. If the Ditch or related facilities are removed, relocated, changed or otherwise altered in a way that will, despite appropriate protective measures, preclude the continued operation of the Improvements in their then-existing location and in compliance with applicable safety considerations, then the Company

shall give NWCWD no less than 180 days' notice of the planned alteration, along with a copy of the plans for such work, to enable NWCWD to plan for the modification or relocation of its Improvements in coordination with the Company's activities.

8. The Improvements shall be constructed, maintained, and repaired by NWCWD, at its expense, upon notice to the Company as recited above. NWCWD shall only use the Improvements for the transport of water, and shall not use the Improvements for any other purpose or to transport any other substance, without the express written consent of the Company, which shall not be unreasonably withheld, conditioned, or delayed. Given NWCWD's intended use of the Improvements and Crossing for the transmission of water, the Company shall not make repairs to or maintain the Improvements, except in the event of an emergency. In the event that the Company finds it necessary to make emergency repairs to the Improvements, the Company will use reasonable efforts to notify NWCWD of the emergency, except emergencies involving potential loss of life or damage or destruction to property or when NWCWD cannot reasonably be located, and the Company shall be without liability for damage to NWCWD, except as to such damage caused by the negligence or wanton and willful misconduct of the Company. Determination of whether repair or maintenance is necessary and whether an emergency exists shall be in the reasonable discretion of the Company.

9. NWCWD shall complete initial construction of the Improvements, including the subsequent Post-Construction Inspection and any remediation described in Section 16 below, during the non-irrigation season and prior to March 31, 2026 ("Construction Phase"). NWCWD shall notify the Company forty-eight (48) hours prior to commencing the Construction Phase, and shall notify the Company before commencing any subsequent work on the Improvements in accordance with Section 11.

10. Construction, maintenance, repair, inspection, operation, replacement, or restoration of the Improvements shall be entirely without disturbance of the flow of water in the Ditch, unless permission in writing is first received from the Company for such disturbance. NWCWD expressly agrees that it shall be liable to the Company and its shareholders for damages, including without limitation damages to crops, facilities and structures, for any unauthorized use, obstruction or disturbance of the flow of water through the Ditch by NWCWD, its contractors, subcontractors, engineers, agents, invitees and/or employees without the Company's prior written permission, which shall not be unreasonably withheld, conditioned, or delayed. In the event NWCWD's activities within the Crossing Area impacts the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, including without limitation the Ditch bank areas, NWCWD shall clean the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, including without limitation the ditch bank areas to cause it to be in the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils to a density of as required by the Company's engineers.

11. Except for the initial construction work, which is subject to Section 9, and in emergencies or when the Company cannot reasonably be located, NWCWD shall give the Company fourteen (14) days' notice before commencing any activities involving the Ditch, Ditch Easement and/or related appurtenances and facilities, including entry upon the surrounding land for construction, boring operations, or other comparable operations, inspections, maintenance and

repair involving substantial disturbance of the Property or the Ditch, Ditch Easement and/or related appurtenances and Improvements thereon.

12. The Company may have a Company representative or engineer supervise any of NWCWD's or its contractors' and subcontractors' activities within the Ditch and Ditch Easement, including the open cut installation operations.

13. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, NWCWD agrees to indemnify, defend and hold the Company, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all third party claims for liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by NWCWD of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing Areas and the Improvements thereon by NWCWD and/or its employees, agents, subcontractors, contractors, licensees, and/or invitees, including without limitation any causes of action arising out of or associated with the initial construction and installation of the Improvements, except to the extent caused by the negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors, subcontractors, licensees, and/or invitees.

14. NWCWD hereby covenants and agrees as follows:

14.1 NWCWD shall not install a fence, structures, plant trees, brush or vegetation that obstructs access to the Ditch, Ditch Easement, and/or any appurtenances and facilities thereto, or the Crossing Area, or construct any building within the Ditch, Ditch Easement, and/or any appurtenances and facilities thereto, or the Crossing Area, unless written authorization is first received from the Company, which shall not be unreasonably withheld, conditioned, or delayed.

14.2 NWCWD shall not install or place any of the above-ground Improvements within the Ditch or Ditch Easement, including without limitation drips, valves, fittings, metering equipment, or other appurtenances directly related to the Waterline.

14.3 In the event that dirt, debris, or other foreign material is spilled into the Ditch, NWCWD agrees to remove what they spilled into the Ditch and restore the affected area of the Ditch to the Company's commercially reasonable satisfaction.

14.4 If at any time the Improvements or any work by NWCWD causes any settling in the Ditch or embankments, or any part of the Crossing Area or Ditch Easement, NWCWD will, upon notification from the Company, promptly make all related repairs required by the Company at NWCWD's expense.

14.5 NWCWD shall repair any damage it shall do to the Ditch, Ditch Easement, and/or appurtenances and facilities thereto, or the Crossing Area to the reasonable satisfaction of the Company.

15. To protect the Ditch during the initial construction and initial installation of the Improvements, NWCWD hereby covenants and agrees to the following:

15.1 The top of the Improvements, in particular the PVC waterline and related appurtenances, shall be buried no less than ten feet (10') below the bottom of the Ditch.

15.2 Intentionally omitted.

15.3 Should any water seepage from the Ditch occur as a direct result of NWCWD's construction and installation of the Improvements, NWCWD shall repair the Ditch to stop seepage to the satisfaction of the Company.

15.4 NWCWD shall remove any hazardous materials that may result from the installation and/or construction of the Improvements, and shall prevent such hazardous materials from flowing into or entering the Ditch.

15.5 NWCWD shall limit the length of the open cut waterline installation to the shortest length reasonably necessary to properly and safely install the Improvements.

16. Within seven (7) days of completion of initial construction of the Improvements, NWCWD and the Company shall jointly perform an on-site inspection of all construction work performed in connection with all of the Improvements ("Post-Construction Inspection"). If the Post-Construction Inspection reveals any deficiencies in the work or material deviations from the Plans, the Company shall notify NWCWD of any such defects within seven (7) days of the date of inspection. NWCWD agrees to remedy the same, at its sole cost and expense, prior to March 31, 2026, unless written consent by the Company for an extension is granted. If such remediation is necessary, NWCWD shall perform the same in accordance with the Plans.

17. Intentionally omitted.

18. Within forty-five (45) days of completion of the construction and installation of the Improvements, or any subsequent construction resulting from the Post-Construction Inspection set forth in Section 16, NWCWD shall provide to the Company the As-Built Plans and profile information for said construction within the Ditch and Ditch Easement, based on electronic guidance system data ("As-Built Deadline"), unless the As-Built Deadline is extended upon written approval by the Company at NWCWD's written request for a single extension of the As-Built Deadline. At a minimum, NWCWD shall obtain a survey data point for the As-Built Waterline alignment, not less than every thirty (30) lineal feet. Said As-Built Plans shall be filed of record as **Exhibit B** to this Agreement and made a part hereof, in accordance with Section 25.

19. NWCWD shall not install additional waterlines, steel pipe casings or other similar structures within the Crossing Area except pursuant to a separate written agreement with the Company, its successors and assigns.

20. If NWCWD shall cease to use or maintain the Waterline for a period of ten (10) consecutive years, as confirmed by NWCWD in writing and recorded in the real property records of Weld County, for any of the purposes herein granted, excepting any period of non-use caused by reason of strikes, labor troubles, governmental regulations, *force majeure*, Acts of God and other causes beyond NWCWD's reasonable control, then NWCWD's rights hereunder shall cease and terminate upon receipt of written notice from the Company of the Company's election to so terminate. In such event, NWCWD may, in the NWCWD's sole discretion, remove the Waterline or purge the Waterline, fill the line with an inert substance and abandon the Waterline in place. In the event this Agreement is terminated pursuant to this Section 20, NWCWD shall record a release of this Agreement in the real estate records of Weld County, Colorado.

21. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents, or agreements existing of record in the Clerk and Recorder's office in Weld County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

22. This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of the parties hereto. Upon transfer of its interests in this Crossing Agreement, NWCWD, its successors and assigns, agrees to inform the Company of the name of the transferee.

23. Any notice required or permitted hereunder shall be written and delivered by hand or a nationally recognized service with signature required upon receipt, and shall be deemed effective upon such signature, and addressed to the party to whom notice is to be given as noted below, which may be updated by following this procedure:

If to Company:

The Water Supply and Storage Company
Attn: President
P.O. Box 2017
Fort Collins, CO 80522-2017

If to NWCWD

North Weld County Water District
Attn: General Manager
P.O. Box 56
Lucerne, Colorado 80646

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

24. NWCWD shall, and shall require all contractors, subcontractors, consultants and sub-consultants involved in the design, construction and installation of the Improvements that are under contract with NWCWD to carry insurance as noted below to cover any and all claims for personal injury and/or death and property damages which may, in any way, arise from the design, construction

and installation of the Improvements or out of use of the Improvements and Crossing Area. Such insurance shall include policies customarily carried by prudent contractors, subcontractors, consultants, and sub-consultants, including without limitation the following, in amounts greater than or equal to the amounts specified below:

24.1. Worker's Compensation Insurance in amounts prescribed by applicable statutes.

24.2. Employer's Liability Insurance with coverage limits of \$100,000 for each accident, \$100,000 for each employee for injury by disease, and \$500,000 aggregate for injury by disease.

24.3. Commercial General Liability Insurance, including liability assumed under an insured contract, with coverage limits of \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury limit.

24.4. Pollution Liability Insurance with coverage of at least \$1,000,000 per occurrence, with a \$1,000,000 Excess Liability policy that extends over the Pollution, or a minimum \$2,000,000 Per Occurrence policy.

24.5. Business or Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident, including hired and non-owned auto.

24.6. Excess/Umbrella Liability that covers Employer's Liability Insurance, Commercial General Liability Insurance, Business or Commercial Automobile Liability Insurance, Pollution Liability Insurance, with coverage limits of at least \$1,000,000 per occurrence and in the aggregate.

24.7. Additional insured endorsement for the General Liability.

The Company shall be named as additional insureds on the Commercial General Liability (including liability assumed under an insured contract, products and completed operations), Pollution Liability, and Umbrella Liability policies, which must be primary and noncontributory with respect to the additional insured, and shall be endorsed to show that the insurers waive subrogation against the Company. Certificates of Insurance acceptable to the Company shall be submitted to the Company no less than two (2) business days before NWCWD commences initial construction and initial installation of the Improvements. Except as otherwise specified in this Agreement, the insurance required herein shall commence prior to the commencement of the initial installation and initial construction of the Improvements or other work performed under this Agreement by the contractors, subcontractors, consultants, and sub-consultants and shall be maintained for the duration of the initial installation and initial construction of the Improvements, and any subsequent construction, and through the longer of five (5) years following completion of the construction, or any subsequent construction, or the applicable statutes of limitation and repose. The liability of NWCWD is not limited to available insurance coverage.

25. NWCWD and the Company agree that NWCWD shall record this Agreement, upon completion of the As-Built Plans set forth in Section 18, with the Weld County Clerk and Recorder.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Venue for any litigation or arbitration arising under this Agreement shall be exclusively proper in Weld County, Colorado.

27. This Agreement is contingent upon, and shall not take effect until, the final approval of the Company's Board of Directors of the Plans and the reports and documents submitted pursuant to Section 5 of this Agreement, except for the As-Built Plans, which are to be provided after the mutual execution of this Agreement in accordance with Section 18 of this Agreement. The giving of such final approval shall be evidenced by the Company's President executing this Agreement. The Agreement shall become effective upon receipt by the Company of such payment of the Crossing Fee.

28. Due to the circumstances arising out of the specific needs of NWCWD, the Company has agreed to the terms herein as a onetime accommodation and does not intend by this Agreement to permanently alter its policies or procedures relating to future crossings with this or other companies.

29. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

30. In the event of any failure by either party to perform an obligation under this Agreement, the party that has failed to perform shall not be considered to have breached this Agreement unless such failure continues for ten business days after such party has received written notice from the other party which states in reasonable detail the nature and extent of the failure and identifies the provision(s) containing the obligation(s) that have not been performed; provided, that if the nature of the failure to perform is such that it cannot feasibly be corrected within ten business days, then, provided the failing party continues to exercise reasonable diligence to correct the failure, such party shall have such additional time as is reasonably necessary to cure the failure.

31. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All previous negotiations, representations, and understanding between the parties are incorporated and merged herein. This Agreement may be modified or altered only by a written agreement signed by both parties.

32. In any action or proceeding to enforce or contest any provision of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by such party in connection with such action or proceeding.

(Balance of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by the proper officers, and have affixed their seals hereto on the day and year first above written.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

**THE WATER SUPPLY AND STORAGE
COMPANY, a Colorado non-profit
corporation**

By: _____
Keith Amen, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Keith Amen, as President of The Water Supply and Storage Company, a Colorado non-profit corporation.

Witness my hand and official seal.

My Commission Expires:

Notary Public

(Seal)

**NORTH WELD COUNTY WATER
DISTRICT**, a Quasi-Municipal Corporation
and Political Subdivision of the State of
Colorado

By: _____
Tad Stout, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Tad Stout, as President of North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

Notary Public

(Seal)

Exhibit A
(Property)

Exhibit A
(As-Built Plans)

**CROSSING AGREEMENT
FOR
WATERLINE
(WATER SUPPLY AND STORAGE COMPANY
and
NORTH WELD COUNTY WATER DISTRICT)**

THIS CROSSING AGREEMENT, ("Agreement") made this ____ day of _____, 2025, between the parties, being THE WATER SUPPLY AND STORAGE COMPANY, whose address is P.O. Box 2017, Fort Collins, Colorado, 80522, hereinafter the "Company" or "WSSC", and NORTH WELD COUNTY WATER DISTRICT, 32825 C.R. 39, Lucerne, CO 80646 ("NWCWD").

FACTUAL RECITALS

A. The Company is the operator of a canal or ditch known as the Larimer County Canal (hereinafter called the "Ditch"). The Ditch passes through Sections 16 , Township 7 North, Range 67 West of the 6th P.M., Weld County, Colorado, as approximately shown on the map attached hereto and incorporated herein as **Exhibit A** (the "Property").

B. The Company has a valid and existing prescriptive right-of-way and easement for the Ditch and sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way (the "Ditch Easement"). A portion of the Ditch Easement is generally located within the Property, as approximately shown on **Exhibit A**.

C. NWCWD intends to install one (1) underground welded steel waterline, not to exceed thirty inches (30.0") in nominal diameter under a portion of the Ditch and Ditch Easement for the transport of water (collectively the "Waterline"). NWCWD contemplates crossing the Ditch and Ditch Easement with the Waterline in one (1) location by open cutting the Ditch, installing the Waterline, and restoring the Ditch. The location, cross sections, Ditch restoration details, and other specifics of the portion of the Waterline that will cross the Ditch and Ditch Easement are shown on **Exhibit A**, attached hereto and incorporated herein by this reference. The crossing under the Ditch and Ditch Easement is collectively referred to as the "Crossing Area".

D. The Company desires to grant NWCWD a right of crossing on, under and through the Crossing Area for the purposes of installing, maintaining, repairing and replacing for repairs only, the Waterline where it traverses the Property, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Company, the parties covenant and mutually agree as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth herein.

2. For good and valuable consideration in the amount of TEN THOUSAND DOLLARS (\$10,000.00) (the "Crossing Fee"), the Company hereby grants to NWCWD a nonexclusive right of crossing on, through and across the Crossing Area in the location shown on **Exhibit A**, for the purpose of constructing, operating, maintaining, repairing, inspecting, removing, replacing the Waterline, including the right of ingress and egress within the Crossing Area, for future construction, operation, inspection, maintenance, repair, removing, and replacement (the "Crossing"). The Waterline and related facilities, including, but not limited to drips, valves, fittings, metering equipment, or other appurtenances directly related to the Waterline described in this Section 2 are collectively referred to herein as the "Improvements." All Improvements must be underground at the specific locations and in the manner designated and referred to on **Exhibit A**. NWCWD shall have the right to mark the location of the Crossing Area with suitable markers set in or upon the Property, provided the markers shall be placed in locations that will not interfere with any reasonable use of the Ditch or Ditch Easement by the Company. NWCWD acknowledges and understands that any and all access to the Crossing Area shall only occur across the appurtenant properties, in accordance with NWCWD's agreements with said property owners, and shall not occur over and across the Ditch, Ditch Easement, or ditch road.

3. The Company makes no representations or warranties as to whether NWCWD obtained or needs to obtain consent from the owners of the land surrounding the Ditch and Ditch Easement in the Property area or the owners or easement holders of any existing pipelines, waterlines, utility lines, ditches or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement prior to commencing construction of the Improvements. NWCWD shall be responsible for any required notification and permission to the operators of the existing pipelines, waterlines, and utility lines and other easement holders of NWCWD's activities on the Ditch and such notification and permission shall be made pursuant to the terms of the recorded easements or industry standards, whichever is more stringent. NWCWD agrees to obtain from the landowners who have fee simple title to the Property upon which the Ditch, Ditch Easement and related appurtenances are located an easement or other written permission to cross the Property. The Company shall be without liability for any damage to said landowners to the extent caused by NWCWD's exercise of its rights set forth in Section 2 and pursuant to this Agreement, except as to such damage as may be caused by the negligence or wanton and willful misconduct of the Company.

4. The Company reserves the right to use the Ditch, the Ditch Easement, and/or the Crossing Area for any purpose, including, but not limited to, maintaining, cleaning, repairing and operating the Ditch, so long as such use does not materially impair or interfere with NWCWD's use of the Crossing Area for the purposes described in Section 2.

5. NWCWD shall obtain all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair, and/or maintenance of the Improvements. The Company acknowledges that NWCWD has provided preliminary plans for the Improvements to the Company for its review. Prior to commencing any installation, construction, maintenance, and/or repair of the Improvements, NWCWD shall submit detailed final plans and specifications for the Improvements to the Company (the "Plans"). NWCWD shall obtain the Company's written approval of such final plans and specifications and

any contemplated work prior to any construction, maintenance and/or repair, which approval shall not be unreasonably withheld, conditioned, or delayed. The Company's review and any approval of the Plans and the contemplated work and any supervision of the work by the Company shall not constitute an engineering review or supervision and does not affect, release and/or limit NWCWD from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations for the design, construction, repair and/or maintenance of the Improvements. NWCWD and the Company agree to cooperate in good faith to coordinate any additional construction, maintenance, operation and/or repair of the Ditch, Ditch Easement, Crossing Area, and Improvements. All such construction, maintenance and repair of the Improvements thereto shall be done by NWCWD, at its sole cost and expense, to the satisfaction of the Company.

6. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch, Ditch Easement, and/or any appurtenances thereto, either now or at any future time, the Company shall be wholly without liability to NWCWD for damage to the Improvements as the result of the making of such maintenance and repairs, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. In the event repair and maintenance of the Ditch and/or Ditch Easement is required or advisable due to the existence, construction, surveying, inspection, operation, maintenance, repair or installation of the Improvements or any appurtenances, NWCWD will promptly repair and maintain the Ditch and/or Ditch Easement to the reasonable satisfaction of the Company. Determination of whether repair and/or maintenance to the Ditch Easement and/or Ditch is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.

7. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto as if this Agreement had not been made, and any expense or damages caused thereby to the Improvements shall not be chargeable to the Company, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. In the event, however, that any such action on the part of the Company could reasonably be expected to affect NWCWD, except in the event of emergency repairs, the Company agrees to give at least ninety (90) days prior notice to NWCWD and to reasonably cooperate with NWCWD to avoid injuries or damages to the Improvements. NWCWD shall be permitted to have its representatives present during any such activity at its own risk and expense. Any inspection or observation by NWCWD will be solely for NWCWD's benefit and will create no obligation to the Company. Any such modification or relocation of the Improvements shall be at NWCWD's sole expense, and this Agreement shall be amended by the Company and NWCWD to reflect any changes associated with such modification or relocation. In the event that the Company finds it necessary to perform emergency repairs to the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, either now or at any future time, the Company shall be wholly without liability to NWCWD for damages to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. Determination of whether an emergency exists shall be at the reasonable discretion of the Company. If the Ditch or related facilities are removed, relocated, changed or otherwise altered in a way that will, despite appropriate protective measures, preclude the continued operation of the Improvements in their then-existing location and in compliance with applicable safety considerations, then the Company

shall give NWCWD no less than 180 days' notice of the planned alteration, along with a copy of the plans for such work, to enable NWCWD to plan for the modification or relocation of its Improvements in coordination with the Company's activities.

8. The Improvements shall be constructed, maintained, and repaired by NWCWD, at its expense, upon notice to the Company as recited above. NWCWD shall only use the Improvements for the transport of water, and shall not use the Improvements for any other purpose or to transport any other substance, without the express written consent of the Company, which shall not be unreasonably withheld, conditioned, or delayed. Given NWCWD's intended use of the Improvements and Crossing for the transmission of water, the Company shall not make repairs to or maintain the Improvements, except in the event of an emergency. In the event that the Company finds it necessary to make emergency repairs to the Improvements, the Company will use reasonable efforts to notify NWCWD of the emergency, except emergencies involving potential loss of life or damage or destruction to property or when NWCWD cannot reasonably be located, and the Company shall be without liability for damage to NWCWD, except as to such damage caused by the negligence or wanton and willful misconduct of the Company. Determination of whether repair or maintenance is necessary and whether an emergency exists shall be in the reasonable discretion of the Company.

9. NWCWD shall complete initial construction of the Improvements, including the subsequent Post-Construction Inspection and any remediation described in Section 16 below, during the non-irrigation season and prior to March 31, 2028 ("Construction Phase"). NWCWD shall notify the Company forty-eight (48) hours prior to commencing the Construction Phase, and shall notify the Company before commencing any subsequent work on the Improvements in accordance with Section 11.

10. Construction, maintenance, repair, inspection, operation, replacement, or restoration of the Improvements shall be entirely without disturbance of the flow of water in the Ditch, unless permission in writing is first received from the Company for such disturbance. NWCWD expressly agrees that it shall be liable to the Company and its shareholders for damages, including without limitation damages to crops, facilities and structures, for any unauthorized use, obstruction or disturbance of the flow of water through the Ditch by NWCWD, its contractors, subcontractors, engineers, agents, invitees and/or employees without the Company's prior written permission, which shall not be unreasonably withheld, conditioned, or delayed. In the event NWCWD's activities within the Crossing Area impacts the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, including without limitation the Ditch bank areas, NWCWD shall clean the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, including without limitation the ditch bank areas to cause it to be in the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils to a density of as required by the Company's engineers.

11. Except for the initial construction work, which is subject to Section 9, and in emergencies or when the Company cannot reasonably be located, NWCWD shall give the Company fourteen (14) days' notice before commencing any activities involving the Ditch, Ditch Easement and/or related appurtenances and facilities, including entry upon the surrounding land for construction, boring operations, or other comparable operations, inspections, maintenance and

repair involving substantial disturbance of the Property or the Ditch, Ditch Easement and/or related appurtenances and Improvements thereon.

12. The Company may have a Company representative or engineer supervise any of NWCWD's or its contractors' and subcontractors' activities within the Ditch and Ditch Easement, including the open cut installation operations.

13. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, NWCWD agrees to indemnify, defend and hold the Company, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all third party claims for liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by NWCWD of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing Areas and the Improvements thereon by NWCWD and/or its employees, agents, subcontractors, contractors, licensees, and/or invitees, including without limitation any causes of action arising out of or associated with the initial construction and installation of the Improvements, except to the extent caused by the negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors, subcontractors, licensees, and/or invitees.

14. NWCWD hereby covenants and agrees as follows:

14.1 NWCWD shall not install a fence, structures, plant trees, brush or vegetation that obstructs access to the Ditch, Ditch Easement, and/or any appurtenances and facilities thereto, or the Crossing Area, or construct any building within the Ditch, Ditch Easement, and/or any appurtenances and facilities thereto, or the Crossing Area, unless written authorization is first received from the Company, which shall not be unreasonably withheld, conditioned, or delayed.

14.2 NWCWD shall not install or place any of the above-ground Improvements within the Ditch or Ditch Easement, including without limitation drips, valves, fittings, metering equipment, or other appurtenances directly related to the Waterline.

14.3 In the event that dirt, debris, or other foreign material is spilled into the Ditch, NWCWD agrees to remove what they spilled into the Ditch and restore the affected area of the Ditch to the Company's commercially reasonable satisfaction.

14.4 If at any time the Improvements or any work by NWCWD causes any settling in the Ditch or embankments, or any part of the Crossing Area or Ditch Easement, NWCWD will, upon notification from the Company, promptly make all related repairs required by the Company at NWCWD's expense.

14.5 NWCWD shall repair any damage it shall do to the Ditch, Ditch Easement, and/or appurtenances and facilities thereto, or the Crossing Area to the reasonable satisfaction of the Company.

15. To protect the Ditch during the initial construction and initial installation of the Improvements, NWCWD hereby covenants and agrees to the following:

15.1 The top of the Improvements, in particular the welded steel waterline and related appurtenances, shall be buried no less than ten feet (10') below the bottom of the Ditch.

15.2 Intentionally omitted.

15.3 Should any water seepage from the Ditch occur as a direct result of NWCWD's construction and installation of the Improvements, NWCWD shall repair the Ditch to stop seepage to the satisfaction of the Company.

15.4 NWCWD shall remove any hazardous materials that may result from the installation and/or construction of the Improvements, and shall prevent such hazardous materials from flowing into or entering the Ditch.

15.5 NWCWD shall limit the length of the open cut waterline installation to the shortest length reasonably necessary to properly and safely install the Improvements.

16. Within seven (7) days of completion of initial construction of the Improvements, NWCWD and the Company shall jointly perform an on-site inspection of all construction work performed in connection with all of the Improvements ("Post-Construction Inspection"). If the Post-Construction Inspection reveals any deficiencies in the work or material deviations from the Plans, the Company shall notify NWCWD of any such defects within seven (7) days of the date of inspection. NWCWD agrees to remedy the same, at its sole cost and expense, prior to March 31, 2028, unless written consent by the Company for an extension is granted. If such remediation is necessary, NWCWD shall perform the same in accordance with the Plans.

17. Intentionally omitted.

18. Within forty-five (45) days of completion of the construction and installation of the Improvements, or any subsequent construction resulting from the Post-Construction Inspection set forth in Section 16, NWCWD shall provide to the Company the As-Built Plans and profile information for said construction within the Ditch and Ditch Easement, based on electronic guidance system data ("As-Built Deadline"), unless the As-Built Deadline is extended upon written approval by the Company at NWCWD's written request for a single extension of the As-Built Deadline. At a minimum, NWCWD shall obtain a survey data point for the As-Built Waterline alignment, not less than every thirty (30) lineal feet. Said As-Built Plans shall be filed of record as **Exhibit B** to this Agreement and made a part hereof, in accordance with Section 25.

19. NWCWD shall not install additional waterlines, steel pipe casings or other similar structures within the Crossing Area except pursuant to a separate written agreement with the Company, its successors and assigns.

20. If NWCWD shall cease to use or maintain the Waterline for a period of ten (10) consecutive years, as confirmed by NWCWD in writing and recorded in the real property records of Weld County, for any of the purposes herein granted, excepting any period of non-use caused by reason of strikes, labor troubles, governmental regulations, *force majeure*, Acts of God and other causes beyond NWCWD's reasonable control, then NWCWD's rights hereunder shall cease and terminate upon receipt of written notice from the Company of the Company's election to so terminate. In such event, NWCWD may, in the NWCWD's sole discretion, remove the Waterline or purge the Waterline, fill the line with an inert substance and abandon the Waterline in place. In the event this Agreement is terminated pursuant to this Section 20, NWCWD shall record a release of this Agreement in the real estate records of Weld County, Colorado.

21. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents, or agreements existing of record in the Clerk and Recorder's office in Weld County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

22. This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of the parties hereto. Upon transfer of its interests in this Crossing Agreement, NWCWD, its successors and assigns, agrees to inform the Company of the name of the transferee.

23. Any notice required or permitted hereunder shall be written and delivered by hand or a nationally recognized service with signature required upon receipt, and shall be deemed effective upon such signature, and addressed to the party to whom notice is to be given as noted below, which may be updated by following this procedure:

<u>If to Company:</u>	The Water Supply and Storage Company Attn: President P.O. Box 2017 Fort Collins, CO 80522-2017
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<u>If to NWCWD</u>	North Weld County Water District Attn: General Manager P.O. Box 56 Lucerne, Colorado 80646
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In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

24. NWCWD shall, and shall require all contractors, subcontractors, consultants and sub-consultants involved in the design, construction and installation of the Improvements that are under contract with NWCWD to carry insurance as noted below to cover any and all claims for personal injury and/or death and property damages which may, in any way, arise from the design, construction

and installation of the Improvements or out of use of the Improvements and Crossing Area. Such insurance shall include policies customarily carried by prudent contractors, subcontractors, consultants, and sub-consultants, including without limitation the following, in amounts greater than or equal to the amounts specified below:

24.1. Worker's Compensation Insurance in amounts prescribed by applicable statutes.

24.2. Employer's Liability Insurance with coverage limits of \$100,000 for each accident, \$100,000 for each employee for injury by disease, and \$500,000 aggregate for injury by disease.

24.3. Commercial General Liability Insurance, including liability assumed under an insured contract, with coverage limits of \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury limit.

24.4. Pollution Liability Insurance with coverage of at least \$1,000,000 per occurrence, with a \$1,000,000 Excess Liability policy that extends over the Pollution, or a minimum \$2,000,000 Per Occurrence policy.

24.5. Business or Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident, including hired and non-owned auto.

24.6. Excess/Umbrella Liability that covers Employer's Liability Insurance, Commercial General Liability Insurance, Business or Commercial Automobile Liability Insurance, Pollution Liability Insurance, with coverage limits of at least \$1,000,000 per occurrence and in the aggregate.

24.7. Additional insured endorsement for the General Liability.

The Company shall be named as additional insureds on the Commercial General Liability (including liability assumed under an insured contract, products and completed operations), Pollution Liability, and Umbrella Liability policies, which must be primary and noncontributory with respect to the additional insured, and shall be endorsed to show that the insurers waive subrogation against the Company. Certificates of Insurance acceptable to the Company shall be submitted to the Company no less than two (2) business days before NWCWD commences initial construction and initial installation of the Improvements. Except as otherwise specified in this Agreement, the insurance required herein shall commence prior to the commencement of the initial installation and initial construction of the Improvements or other work performed under this Agreement by the contractors, subcontractors, consultants, and sub-consultants and shall be maintained for the duration of the initial installation and initial construction of the Improvements, and any subsequent construction, and through the longer of five (5) years following completion of the construction, or any subsequent construction, or the applicable statutes of limitation and repose. The liability of NWCWD is not limited to available insurance coverage.

25. NWCWD and the Company agree that NWCWD shall record this Agreement, upon completion of the As-Built Plans set forth in Section 18, with the Weld County Clerk and Recorder.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Venue for any litigation or arbitration arising under this Agreement shall be exclusively proper in Weld County, Colorado.

27. This Agreement is contingent upon, and shall not take effect until, the final approval of the Company's Board of Directors of the Plans and the reports and documents submitted pursuant to Section 5 of this Agreement, except for the As-Built Plans, which are to be provided after the mutual execution of this Agreement in accordance with Section 18 of this Agreement. The giving of such final approval shall be evidenced by the Company's President executing this Agreement. The Agreement shall become effective upon receipt by the Company of such payment of the Crossing Fee.

28. Due to the circumstances arising out of the specific needs of NWCWD, the Company has agreed to the terms herein as a onetime accommodation and does not intend by this Agreement to permanently alter its policies or procedures relating to future crossings with this or other companies.

29. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

30. In the event of any failure by either party to perform an obligation under this Agreement, the party that has failed to perform shall not be considered to have breached this Agreement unless such failure continues for ten business days after such party has received written notice from the other party which states in reasonable detail the nature and extent of the failure and identifies the provision(s) containing the obligation(s) that have not been performed; provided, that if the nature of the failure to perform is such that it cannot feasibly be corrected within ten business days, then, provided the failing party continues to exercise reasonable diligence to correct the failure, such party shall have such additional time as is reasonably necessary to cure the failure.

31. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All previous negotiations, representations, and understanding between the parties are incorporated and merged herein. This Agreement may be modified or altered only by a written agreement signed by both parties.

32. In any action or proceeding to enforce or contest any provision of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by such party in connection with such action or proceeding.

(Balance of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by the proper officers, and have affixed their seals hereto on the day and year first above written.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

**THE WATER SUPPLY AND STORAGE
COMPANY, a Colorado non-profit
corporation**

By: _____
Keith Amen, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Keith Amen, as President of The Water Supply and Storage Company, a Colorado non-profit corporation.

Witness my hand and official seal.

My Commission Expires:

Notary Public

(Seal)

**NORTH WELD COUNTY WATER
DISTRICT**, a Quasi-Municipal Corporation
and Political Subdivision of the State of
Colorado

By: _____
Tad Stout, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Tad Stout, as President of North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

Notary Public

(Seal)

Exhibit A
(Property)

Exhibit B
(As-Built Plans)

**CROSSING AGREEMENT
FOR
WATERLINE
(WATER SUPPLY AND STORAGE COMPANY
and
NORTH WELD COUNTY WATER DISTRICT)**

THIS CROSSING AGREEMENT, ("Agreement") made this ____ day of _____, 2025, between the parties, being THE WATER SUPPLY AND STORAGE COMPANY, whose address is P.O. Box 2017, Fort Collins, Colorado, 80522, hereinafter the "Company" or "WSSC", and NORTH WELD COUNTY WATER DISTRICT, 32825 C.R. 39, Lucerne, CO 80646 ("NWCWD").

FACTUAL RECITALS

A. The Company is the operator of a canal or ditch known as the Larimer County Canal (hereinafter called the "Ditch"). The Ditch passes through Sections 16 , Township 7 North, Range 67 West of the 6th P.M., Weld County, Colorado, and crosses Highway 14, as approximately shown on the map attached hereto and incorporated herein as **Exhibit A** (the "Property").

B. The Company has a valid and existing prescriptive right-of-way and easement for the Ditch and sufficient lands on each side of the Ditch to allow the Company to fully enjoy and utilize the easement and right of way (the "Ditch Easement"). A portion of the Ditch Easement is generally located within the Property, as approximately shown on **Exhibit A**.

C. NWCWD intends to install one (1) underground welded steel waterline, not to exceed forty-two inches (42.0") in nominal diameter under a portion of the Ditch and Ditch Easement for the transport of water (collectively the "Waterline"). NWCWD contemplates crossing the Ditch and Ditch Easement with the Waterline in one (1) location by open cutting the Ditch, installing the Waterline, and restoring the Ditch. The location, cross sections and other specifics of the portion of the Waterline that will cross the Ditch and Ditch Easement are shown on **Exhibit A**, attached hereto and incorporated herein by this reference. The crossing under the Ditch and Ditch Easement is collectively referred to as the "Crossing Area".

D. The Company desires to grant NWCWD a right of crossing on, under and through the Crossing Area for the purposes of installing, maintaining, repairing and replacing for repairs only, the Waterline where it traverses the Property, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Company, the parties covenant and mutually agree as follows:

1. The above Factual Recitals are incorporated herein as if fully set forth herein.

2. For good and valuable consideration in the amount of TEN THOUSAND DOLLARS (\$10,000.00) (the "Crossing Fee"), the Company hereby grants to NWCWD a nonexclusive right of crossing on, through and across the Crossing Area in the location shown on **Exhibit A**, for the purpose of constructing, operating, maintaining, repairing, inspecting, removing, replacing the Waterline, including the right of ingress and egress within the Crossing Area, for future construction, operation, inspection, maintenance, repair, removing, and replacement (the "Crossing"). The Waterline and related facilities, including, but not limited to drips, valves, fittings, metering equipment, or other appurtenances directly related to the Waterline described in this Section 2 are collectively referred to herein as the "Improvements." All Improvements must be underground at the specific locations and in the manner designated and referred to on **Exhibit A**. NWCWD shall have the right to mark the location of the Crossing Area with suitable markers set in or upon the Property, provided the markers shall be placed in locations that will not interfere with any reasonable use of the Ditch or Ditch Easement by the Company. NWCWD acknowledges and understands that any and all access to the Crossing Area shall only occur across the appurtenant properties, in accordance with NWCWD's agreements with said property owners, and shall not occur over and across the Ditch, Ditch Easement, or ditch road.

3. The Company makes no representations or warranties as to whether NWCWD obtained or needs to obtain consent from the owners of the land surrounding the Ditch and Ditch Easement in the Property area or the owners or easement holders of any existing pipelines, waterlines, utility lines, ditches or other structures on, over, across or under the Property or other lands surrounding the Ditch and Ditch Easement prior to commencing construction of the Improvements. NWCWD shall be responsible for any required notification and permission to the operators of the existing pipelines, waterlines, and utility lines and other easement holders of NWCWD's activities on the Ditch and such notification and permission shall be made pursuant to the terms of the recorded easements or industry standards, whichever is more stringent. NWCWD agrees to obtain from the landowners who have fee simple title to the Property upon which the Ditch, Ditch Easement and related appurtenances are located an easement or other written permission to cross the Property. The Company shall be without liability for any damage to said landowners to the extent caused by NWCWD's exercise of its rights set forth in Section 2 and pursuant to this Agreement, except as to such damage as may be caused by the negligence or wanton and willful misconduct of the Company.

4. The Company reserves the right to use the Ditch, the Ditch Easement, and/or the Crossing Area for any purpose, including, but not limited to, maintaining, cleaning, repairing and operating the Ditch, so long as such use does not materially impair or interfere with NWCWD's use of the Crossing Area for the purposes described in Section 2.

5. NWCWD shall obtain all necessary consents, authorizations and permits and shall perform the construction and/or installation of the Improvements in accordance with all applicable laws, rules, regulations, plans and specifications for the design, construction, repair, and/or maintenance of the Improvements. The Company acknowledges that NWCWD has provided preliminary plans for the Improvements to the Company for its review. Prior to commencing any installation, construction, maintenance, and/or repair of the Improvements, NWCWD shall submit detailed final plans and specifications for the Improvements to the Company (the "Plans"). NWCWD shall obtain the Company's written approval of such final plans and specifications and

any contemplated work prior to any construction, maintenance and/or repair, which approval shall not be unreasonably withheld, conditioned, or delayed. The Company's review and any approval of the Plans and the contemplated work and any supervision of the work by the Company shall not constitute an engineering review or supervision and does not affect, release and/or limit NWCWD from any obligation, responsibility or liability to conduct such work in accordance with this Agreement and with all applicable governmental rules and regulations for the design, construction, repair and/or maintenance of the Improvements. NWCWD and the Company agree to cooperate in good faith to coordinate any additional construction, maintenance, operation and/or repair of the Ditch, Ditch Easement, Crossing Area, and Improvements. All such construction, maintenance and repair of the Improvements thereto shall be done by NWCWD, at its sole cost and expense, to the satisfaction of the Company.

6. In the event that the Company finds it necessary to make repairs and maintenance to the Ditch, Ditch Easement, and/or any appurtenances thereto, either now or at any future time, the Company shall be wholly without liability to NWCWD for damage to the Improvements as the result of the making of such maintenance and repairs, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. In the event repair and maintenance of the Ditch and/or Ditch Easement is required or advisable due to the existence, construction, surveying, inspection, operation, maintenance, repair or installation of the Improvements or any appurtenances, NWCWD will promptly repair and maintain the Ditch and/or Ditch Easement to the reasonable satisfaction of the Company. Determination of whether repair and/or maintenance to the Ditch Easement and/or Ditch is necessary or advisable and the nature and extent of such repair or maintenance shall be in the Company's reasonable discretion.

7. The Company shall have full power to operate, maintain, alter, enlarge, relocate, clean and manage the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto as if this Agreement had not been made, and any expense or damages caused thereby to the Improvements shall not be chargeable to the Company, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. In the event, however, that any such action on the part of the Company could reasonably be expected to affect NWCWD, except in the event of emergency repairs, the Company agrees to give at least ninety (90) days prior notice to NWCWD and to reasonably cooperate with NWCWD to avoid injuries or damages to the Improvements. NWCWD shall be permitted to have its representatives present during any such activity at its own risk and expense. Any inspection or observation by NWCWD will be solely for NWCWD's benefit and will create no obligation to the Company. Any such modification or relocation of the Improvements shall be at NWCWD's sole expense, and this Agreement shall be amended by the Company and NWCWD to reflect any changes associated with such modification or relocation. In the event that the Company finds it necessary to perform emergency repairs to the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, either now or at any future time, the Company shall be wholly without liability to NWCWD for damages to the Improvements as the result of the performance of said repairs, except as to such damage as may be caused by negligence or wanton and willful misconduct of the Company. Determination of whether an emergency exists shall be at the reasonable discretion of the Company. If the Ditch or related facilities are removed, relocated, changed or otherwise altered in a way that will, despite appropriate protective measures, preclude the continued operation of the Improvements in their then-existing location and in compliance with applicable safety considerations, then the Company

shall give NWCWD no less than 180 days' notice of the planned alteration, along with a copy of the plans for such work, to enable NWCWD to plan for the modification or relocation of its Improvements in coordination with the Company's activities.

8. The Improvements shall be constructed, maintained, and repaired by NWCWD, at its expense, upon notice to the Company as recited above. NWCWD shall only use the Improvements for the transport of water, and shall not use the Improvements for any other purpose or to transport any other substance, without the express written consent of the Company, which shall not be unreasonably withheld, conditioned, or delayed. Given NWCWD's intended use of the Improvements and Crossing for the transmission of water, the Company shall not make repairs to or maintain the Improvements, except in the event of an emergency. In the event that the Company finds it necessary to make emergency repairs to the Improvements, the Company will use reasonable efforts to notify NWCWD of the emergency, except emergencies involving potential loss of life or damage or destruction to property or when NWCWD cannot reasonably be located, and the Company shall be without liability for damage to NWCWD, except as to such damage caused by the negligence or wanton and willful misconduct of the Company. Determination of whether repair or maintenance is necessary and whether an emergency exists shall be in the reasonable discretion of the Company.

9. NWCWD shall complete initial construction of the Improvements, including the subsequent Post-Construction Inspection and any remediation described in Section 16 below, during the non-irrigation season and prior to March 31, 2028 ("Construction Phase"). NWCWD shall notify the Company forty-eight (48) hours prior to commencing the Construction Phase, and shall notify the Company before commencing any subsequent work on the Improvements in accordance with Section 11.

10. Construction, maintenance, repair, inspection, operation, replacement, or restoration of the Improvements shall be entirely without disturbance of the flow of water in the Ditch, unless permission in writing is first received from the Company for such disturbance. NWCWD expressly agrees that it shall be liable to the Company and its shareholders for damages, including without limitation damages to crops, facilities and structures, for any unauthorized use, obstruction or disturbance of the flow of water through the Ditch by NWCWD, its contractors, subcontractors, engineers, agents, invitees and/or employees without the Company's prior written permission, which shall not be unreasonably withheld, conditioned, or delayed. In the event NWCWD's activities within the Crossing Area impacts the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, including without limitation the Ditch bank areas, NWCWD shall clean the Ditch, Ditch Easement, and/or any appurtenances or facilities thereto, including without limitation the ditch bank areas to cause it to be in the same or better condition than existed prior to commencement of such activity, including the compacting of any disturbed soils to a density of as required by the Company's engineers.

11. Except for the initial construction work, which is subject to Section 9, and in emergencies or when the Company cannot reasonably be located, NWCWD shall give the Company fourteen (14) days' notice before commencing any activities involving the Ditch, Ditch Easement and/or related appurtenances and facilities, including entry upon the surrounding land for construction, boring operations, or other comparable operations, inspections, maintenance and

repair involving substantial disturbance of the Property or the Ditch, Ditch Easement and/or related appurtenances and Improvements thereon.

12. The Company may have a Company representative or engineer supervise any of NWCWD's or its contractors' and subcontractors' activities within the Ditch and Ditch Easement, including the open cut installation operations.

13. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, NWCWD agrees to indemnify, defend and hold the Company, its officers, directors, employees, shareholders and successors and assigns, harmless from any and all third party claims for liability, losses, damages and expenses, including attorneys' fees, arising in connection with the exercise by NWCWD of its rights pursuant to this Agreement, including, but not limited to, any personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Crossing Areas and the Improvements thereon by NWCWD and/or its employees, agents, subcontractors, contractors, licensees, and/or invitees, including without limitation any causes of action arising out of or associated with the initial construction and installation of the Improvements, except to the extent caused by the negligence or intentional misconduct of the Company or its shareholders, employees, agents, contractors, subcontractors, licensees, and/or invitees.

14. NWCWD hereby covenants and agrees as follows:

14.1 NWCWD shall not install a fence, structures, plant trees, brush or vegetation that obstructs access to the Ditch, Ditch Easement, and/or any appurtenances and facilities thereto, or the Crossing Area, or construct any building within the Ditch, Ditch Easement, and/or any appurtenances and facilities thereto, or the Crossing Area, unless written authorization is first received from the Company, which shall not be unreasonably withheld, conditioned, or delayed.

14.2 NWCWD shall not install or place any of the above-ground Improvements within the Ditch or Ditch Easement, including without limitation drips, valves, fittings, metering equipment, or other appurtenances directly related to the Waterline.

14.3 In the event that dirt, debris, or other foreign material is spilled into the Ditch, NWCWD agrees to remove what they spilled into the Ditch and restore the affected area of the Ditch to the Company's commercially reasonable satisfaction.

14.4 If at any time the Improvements or any work by NWCWD causes any settling in the Ditch or embankments, or any part of the Crossing Area or Ditch Easement, NWCWD will, upon notification from the Company, promptly make all related repairs required by the Company at NWCWD's expense.

14.5 NWCWD shall repair any damage it shall do to the Ditch, Ditch Easement, and/or appurtenances and facilities thereto, or the Crossing Area to the reasonable satisfaction of the Company.

15. To protect the Ditch during the initial construction and initial installation of the Improvements, NWCWD hereby covenants and agrees to the following:

15.1 The top of the Improvements, in particular the welded steel waterline and related appurtenances, shall be buried no less than ten feet (10') below the bottom of the Ditch.

15.2 Intentionally omitted.

15.3 Should any water seepage from the Ditch occur as a direct result of NWCWD's construction and installation of the Improvements, NWCWD shall repair the Ditch to stop seepage to the satisfaction of the Company.

15.4 NWCWD shall remove any hazardous materials that may result from the installation and/or construction of the Improvements, and shall prevent such hazardous materials from flowing into or entering the Ditch.

15.5 NWCWD shall limit the length of the open cut waterline installation to the shortest length reasonably necessary to properly and safely install the Improvements.

16. Within seven (7) days of completion of initial construction of the Improvements, NWCWD and the Company shall jointly perform an on-site inspection of all construction work performed in connection with all of the Improvements ("Post-Construction Inspection"). If the Post-Construction Inspection reveals any deficiencies in the work or material deviations from the Plans, the Company shall notify NWCWD of any such defects within seven (7) days of the date of inspection. NWCWD agrees to remedy the same, at its sole cost and expense, prior to March 31, 2028, unless written consent by the Company for an extension is granted. If such remediation is necessary, NWCWD shall perform the same in accordance with the Plans.

17. Intentionally omitted.

18. Within forty-five (45) days of completion of the construction and installation of the Improvements, or any subsequent construction resulting from the Post-Construction Inspection set forth in Section 16, NWCWD shall provide to the Company the As-Built Plans and profile information for said construction within the Ditch and Ditch Easement, based on electronic guidance system data ("As-Built Deadline"), unless the As-Built Deadline is extended upon written approval by the Company at NWCWD's written request for a single extension of the As-Built Deadline. At a minimum, NWCWD shall obtain a survey data point for the As-Built Waterline alignment, not less than every thirty (30) lineal feet. Said As-Built Plans shall be filed of record as **Exhibit B** to this Agreement and made a part hereof, in accordance with Section 25.

19. NWCWD shall not install additional waterlines, steel pipe casings or other similar structures within the Crossing Area except pursuant to a separate written agreement with the Company, its successors and assigns.

20. If NWCWD shall cease to use or maintain the Waterline for a period of ten (10) consecutive years, as confirmed by NWCWD in writing and recorded in the real property records of Weld County, for any of the purposes herein granted, excepting any period of non-use caused by reason of strikes, labor troubles, governmental regulations, *force majeure*, Acts of God and other causes beyond NWCWD's reasonable control, then NWCWD's rights hereunder shall cease and terminate upon receipt of written notice from the Company of the Company's election to so terminate. In such event, NWCWD may, in the NWCWD's sole discretion, remove the Waterline or purge the Waterline, fill the line with an inert substance and abandon the Waterline in place. In the event this Agreement is terminated pursuant to this Section 20, NWCWD shall record a release of this Agreement in the real estate records of Weld County, Colorado.

21. This Agreement, and any grant by the Company, is subject to all restrictions, reservations, rights-of-way, easements, documents, or agreements existing of record in the Clerk and Recorder's office in Weld County, Colorado at the time this Agreement is recorded. The Company makes absolutely no representations or warranties (including, without limitation, warranties of title) in or by this Agreement or any grant herein.

22. This Agreement and all the terms and conditions thereof shall extend to and be binding upon the successors and assigns of the parties hereto. Upon transfer of its interests in this Crossing Agreement, NWCWD, its successors and assigns, agrees to inform the Company of the name of the transferee.

23. Any notice required or permitted hereunder shall be written and delivered by hand or a nationally recognized service with signature required upon receipt, and shall be deemed effective upon such signature, and addressed to the party to whom notice is to be given as noted below, which may be updated by following this procedure:

If to Company:

The Water Supply and Storage Company
Attn: President
P.O. Box 2017
Fort Collins, CO 80522-2017

If to NWCWD

North Weld County Water District
Attn: General Manager
P.O. Box 56
Lucerne, Colorado 80646

In the event a different person or entity than the person or entity listed above shall be given notice, the other party shall be notified of this change in writing pursuant to this paragraph.

24. NWCWD shall, and shall require all contractors, subcontractors, consultants and sub-consultants involved in the design, construction and installation of the Improvements that are under contract with NWCWD to carry insurance as noted below to cover any and all claims for personal injury and/or death and property damages which may, in any way, arise from the design, construction

and installation of the Improvements or out of use of the Improvements and Crossing Area. Such insurance shall include policies customarily carried by prudent contractors, subcontractors, consultants, and sub-consultants, including without limitation the following, in amounts greater than or equal to the amounts specified below:

24.1. Worker's Compensation Insurance in amounts prescribed by applicable statutes.

24.2. Employer's Liability Insurance with coverage limits of \$100,000 for each accident, \$100,000 for each employee for injury by disease, and \$500,000 aggregate for injury by disease.

24.3. Commercial General Liability Insurance, including liability assumed under an insured contract, with coverage limits of \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 personal and advertising injury limit.

24.4. Pollution Liability Insurance with coverage of at least \$1,000,000 per occurrence, with a \$1,000,000 Excess Liability policy that extends over the Pollution, or a minimum \$2,000,000 Per Occurrence policy.

24.5. Business or Commercial Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident, including hired and non-owned auto.

24.6. Excess/Umbrella Liability that covers Employer's Liability Insurance, Commercial General Liability Insurance, Business or Commercial Automobile Liability Insurance, Pollution Liability Insurance, with coverage limits of at least \$1,000,000 per occurrence and in the aggregate.

24.7. Additional insured endorsement for the General Liability.

The Company shall be named as additional insureds on the Commercial General Liability (including liability assumed under an insured contract, products and completed operations), Pollution Liability, and Umbrella Liability policies, which must be primary and noncontributory with respect to the additional insured, and shall be endorsed to show that the insurers waive subrogation against the Company. Certificates of Insurance acceptable to the Company shall be submitted to the Company no less than two (2) business days before NWCWD commences initial construction and initial installation of the Improvements. Except as otherwise specified in this Agreement, the insurance required herein shall commence prior to the commencement of the initial installation and initial construction of the Improvements or other work performed under this Agreement by the contractors, subcontractors, consultants, and sub-consultants and shall be maintained for the duration of the initial installation and initial construction of the Improvements, and any subsequent construction, and through the longer of five (5) years following completion of the construction, or any subsequent construction, or the applicable statutes of limitation and repose. The liability of NWCWD is not limited to available insurance coverage.

25. NWCWD and the Company agree that NWCWD shall record this Agreement, upon completion of the As-Built Plans set forth in Section 18, with the Weld County Clerk and Recorder.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Venue for any litigation or arbitration arising under this Agreement shall be exclusively proper in Weld County, Colorado.

27. This Agreement is contingent upon, and shall not take effect until, the final approval of the Company's Board of Directors of the Plans and the reports and documents submitted pursuant to Section 5 of this Agreement, except for the As-Built Plans, which are to be provided after the mutual execution of this Agreement in accordance with Section 18 of this Agreement. The giving of such final approval shall be evidenced by the Company's President executing this Agreement. The Agreement shall become effective upon receipt by the Company of such payment of the Crossing Fee.

28. Due to the circumstances arising out of the specific needs of NWCWD, the Company has agreed to the terms herein as a onetime accommodation and does not intend by this Agreement to permanently alter its policies or procedures relating to future crossings with this or other companies.

29. A copy of this Agreement may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

30. In the event of any failure by either party to perform an obligation under this Agreement, the party that has failed to perform shall not be considered to have breached this Agreement unless such failure continues for ten business days after such party has received written notice from the other party which states in reasonable detail the nature and extent of the failure and identifies the provision(s) containing the obligation(s) that have not been performed; provided, that if the nature of the failure to perform is such that it cannot feasibly be corrected within ten business days, then, provided the failing party continues to exercise reasonable diligence to correct the failure, such party shall have such additional time as is reasonably necessary to cure the failure.

31. This Agreement represents the entire agreement of the parties with respect to the subject matter covered herein. All previous negotiations, representations, and understanding between the parties are incorporated and merged herein. This Agreement may be modified or altered only by a written agreement signed by both parties.

32. In any action or proceeding to enforce or contest any provision of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by such party in connection with such action or proceeding.

(Balance of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by the proper officers, and have affixed their seals hereto on the day and year first above written.

AGREED TO AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

**THE WATER SUPPLY AND STORAGE
COMPANY, a Colorado non-profit
corporation**

By: _____
Keith Amen, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Keith Amen, as President of The Water Supply and Storage Company, a Colorado non-profit corporation.

Witness my hand and official seal.

My Commission Expires:

Notary Public

(Seal)

**NORTH WELD COUNTY WATER
DISTRICT**, a Quasi-Municipal Corporation
and Political Subdivision of the State of
Colorado

By: _____
Tad Stout, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Tad Stout, as President of North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

Notary Public

(Seal)

Exhibit A
(Property)

Exhibit B
(As-Built Plans)

GRAHAM DITCH COMPANY AND
NORTH WELD COUNTY WATER DISTRICT
AGREEMENT FOR EATON PIPELINE PHASE III CROSSING OF THE GRAHAM SEEP
DITCH

RECITALS

The parties to this Agreement entered into as of the ____ day of _____, 2025 (the “**Effective Date**”) are the Graham Ditch Company, a Colorado Ditch Company which has an address of _____, _____, CO _____, (“**Graham Ditch Company**”) and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (“**NWCWD**”). Graham Ditch Company is referred to as the “**Ditch Company**.” NWCWD is referred to as “**District**.” Ditch Company and District are jointly referred to as the “**Parties**.”

A. Graham Ditch Company owns and operates that certain irrigation ditch or canal known as the Graham Seep Ditch (the “**Graham Seep Ditch**” or the “**Ditch**”), which is located in NW ¼ of Section 12, Township 6 North, Ranged 66 West of the 6th P.M., County of Weld, State of Colorado.

B. Ditch Company has a valid and existing deeded, prescriptive and/or statutory easement for the Ditch, including areas adjacent to the Ditch, by virtue of historic use (the “**Ditch Easement**”) but may not have fee ownership of the land underlying the proposed Pipeline.

C. District desires an agreement to cross the Ditch and to construct, install, maintain, alter, repair, replace, operate, inspect, survey and remove if necessary a water pipeline up to Thirty (30”) inches in diameter, along with associated appurtenances, known as the Eaton Pipeline Phase III (the “**Pipeline**”) under the Ditch on the property identified on **Exhibit A**, attached hereto and incorporated herein by reference in Weld County, Colorado (the “**Property**”), and in accordance with the drawings/plans that depict that portion of the Eaton Pipeline Phase III project (the “**Project**”) where the Pipeline will cross the Ditch, which plans are attached as **Exhibit B**, and made a part hereof by this reference (the “**Plans**”).

D. District understands and assumes the inherent risk of damage that may be caused to the Pipeline being placed under the Ditch due to seepage, soil conditions, settling, corrosion, and/or Ditch Company’s operation and maintenance of the Ditch.

E. District has provided the Plans to Ditch Company for Ditch Company’s staff, its engineers and/or its attorneys to review and such Plans are approved by the Ditch Company.

F. Having had the opportunity to review the above-mentioned documentation, Ditch Company are willing to permit the District to cross the Ditch and Ditch Easement subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for valuable consideration, the adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. The above Recitals are accurate and are incorporated herein by reference.
2. **DITCH COMPANY'S EASEMENT.** For purposes of this Agreement, the District agrees that the Ditch Easement extends to the width of the Ditch, including banks, beds, and appurtenant structures, and sufficient lands on each side of the Ditch as are reasonably necessary under the circumstances for all commercially reasonable and necessary purposes related to the Ditch, including the right to maintain, repair, operate, clean, replace and reasonably enjoy the use and purpose of the Ditch Easement, including the right to improve the efficiency of the Ditch, and the right to access the Ditch and its banks and enter onto the burdened property for all such purposes, and includes those rights set forth in C.R.S. §37-86-102 and C.R.S. §37-86-103.
3. All rights granted to the District herein are subordinate to the Ditch Easement and may not unreasonably interfere with the rights of the Ditch Easement, including by restricting water flow or quality or damaging the Ditch, embankments, fences, roads, or other property associated with the Ditch or Ditch Easement, provided that the exercise of a right provided in this Agreement shall not be deemed to be an unreasonable interference.
4. It is understood that this Agreement shall grant to District only such rights of the Ditch Company as specifically stated herein or as otherwise agreed upon in writing by the Parties. Specifically, this Agreement provides the Ditch Company's consent for the District to install a single (one) Pipeline, together with cathodic protection test stations, under the Ditch at the specific locations and in the manner designated and referred to on **Exhibit B**, to be used for transporting treated water only, and the Pipeline is not to be used for any other purpose or to transport any other substance, without the express written consent of Ditch Company, which consent shall not be unreasonably withheld, delayed, or conditioned. Any additional pipelines proposed by the District or other crossings of the Ditch will be subject to the Ditch Company's sole discretion and subject to future agreement.
5. In addition to this instrument, District has an appropriate easement to construct, install, lay, maintain, repair, replace, operate, inspect, survey, and remove the Pipeline, including all underground improvements and appurtenances thereto, under the Ditch (the "**District-Landowner Easement**") at the specific locations and in the manner designated and referred to on **Exhibit B**. The Ditch Easement is subject to the District-Landowner Easement. Should the Plans for the Pipeline change in any material manner from those approved and described in **Exhibit B**, new drawings and plans must be provided to the Ditch Company for their commercially reasonable approval prior to the commencement of the construction of the Pipeline.
6. Ditch Company further consents to District and their successors and assigns ingress and egress over and across the Ditch Easement as is reasonable and necessary for the exercise of District's rights granted in this Agreement.
7. District shall mark the location of the Pipeline with suitable markers set in or on the ground, which District agrees to do prior to completing the Project, provided that said markers

shall be placed in locations which will not interfere with any commercially reasonable use by Ditch Company of the Ditch. The Ditch Company may drive over the location of the Pipeline to access the Ditch as necessary to perform their statutory responsibilities described in Paragraph 2 above.

8. The rights granted under this Agreement to District shall be perpetual unless District abandons the Pipeline for a period of ten (10) consecutive years, as confirmed by District in writing and recorded in the real property records of Weld County after which time the rights shall be deemed abandoned and terminated.

9. The scope of this Agreement and the extent of the rights granted hereby are limited to the extent reasonably necessary to complete the Project and to maintain, repair, replace, operate, inspect, survey, and remove the Pipeline. If the Project is materially altered or if the Pipeline must be moved, altered or enlarged at any time, or otherwise the construction of the Project is not as described in **Exhibit B**, prior notice of the same must be given to Ditch Company, and the Ditch Company may require appropriate terms and conditions necessary to commercially reasonably protect the Ditch. All Parties agree to work in good faith to incorporate reasonable additional measures requested by the Ditch Company intended to mitigate risks to the Ditch.

10. The Pipeline shall be installed under the Ditch via boring or directional drilling and within a steel casing pipe. District agrees that the top of the steel casing pipe shall be installed at least ten (10) feet below the bottom of the Ditch. The boring launching and receiving pits will be outside the Ditch bank. District assumes the liability for damage to the Ditch to the extent caused by District and any inability of Ditch Company to deliver water through the Ditch attributed to the banks of the Ditch not being restored following the bore to the extent caused by District. In addition, District agrees to perform the following reclamation work: (a) installation of a two (2) foot thick clay liner to the Ditch bank surfaces on all areas within the Ditch banks that are disturbed during construction; and (b) installation of slurry cutoff walls east and west of the Ditch as shown in **Exhibit B**. All reclamation work described in this paragraph shall be completed so as to substantially match the existing grade of the Ditch.

11. District agrees not to commence construction and installation of the Pipeline before _____. District agrees not to commence any construction for the installation of the Pipeline within the District-Landowner Easement without first having coordinated a specific start date with Ditch Company, which request shall be directed to Ditch Company's General Manager at the contact information below.

Graham Ditch Company
_____, _____, CO ____ Attention: General Manager
mickt@yahoo.com
970-454-3377

Ditch Company will then notify their employees and/or engineers to contact District to coordinate the work. District shall endeavor to complete the Project on or before _____. If, during the course of construction of the Pipeline Crossing, District encounters unforeseen problems or issues outside of the reasonable control of District, or if District changes the Plans from those

set forth on **Exhibit B** in any material manner, District agrees to give prior notice of the same to Ditch Company or within a commercially reasonable time after District becomes aware of the unforeseen problems or issues outside of the commercially reasonable control of District, and the Ditch Company may require commercially reasonable appropriate terms and conditions necessary to protect the Ditch. All Parties agree to work in good faith to incorporate commercially reasonable additional measures requested by the Ditch Company intended to mitigate risks to the Ditch. District also agrees to notify the Ditch Company's General Manager when the Project has been completed. Ditch Company reserves the right to have their employees and/or engineers on the Property as they feel necessary to inspect the work.

12. District also agrees not to commence any work, except for emergencies, related to maintenance, repair, replacement, and/or removal of the Pipeline or inspection activities requiring disturbance of the soil, other than disturbance caused from the use of hand tools, within 30-ft of the top of the Ditch bank or any other part of the Ditch without first having given Ditch Company written notice at least (10) days prior to the commencement of such work and having obtained the consent and approval from Ditch Company, which approval will not be unreasonably withheld, conditioned, or delayed. Approval may be withheld if the necessary drawings, specifications and/or any other necessary documentation requested by Ditch Company are either not submitted by District or are commercially reasonably deemed insufficient by Ditch Company to either evaluate the work to be undertaken or to adequately protect the Ditch and the Ditch Easement. Ditch Company reserves the right to have their engineers review any such drawings, specifications, or other documentation. In the event Ditch Company's engineer and District's engineer disagree, the Parties will agree to attempt to work as cooperatively as possible toward a resolution. Once District receives approval to commence the work to be undertaken, Ditch Company further reserves the right to have their employees and/or engineers on the premises as they feel necessary to inspect the work. District shall not commence any of the above-listed activities in this Section 12 (except for emergencies) when Ditch Company is running water in the Ditch. The Ditch Company typically runs water in the Ditch from March 1 through October 31 but this timeframe could vary in any particular year.

13. District agrees that in constructing, laying, installing, maintaining, repairing, replacing, operating, inspecting, surveying, and/or removing the Pipeline, whether in an emergency or not, it shall take commercially reasonable measures to not damage the Ditch or Ditch Easement, embankments, fences, roads or other property associated with the Ditch, and so as not to compromise the flow of water or the water quality in the Ditch. The exercise of Ditch Company's right to have their employees and/or engineers on the Property for the purpose of inspecting any work related to the constructing, laying, installing, maintaining, repairing, replacing, inspecting, surveying, and/or removing the Pipeline, shall in no way be construed as to alleviate District of its responsibility to perform any such work in accordance with this section, nor shall it be construed to alleviate District of the liabilities associated with not complying with this or any other section of this Agreement. District shall take commercially reasonable measures to ensure that their activities in completing the Project do not increase ditch seepage or otherwise impair flow of water in the Ditch. Without limiting the damages or remedies available under other provisions of this Agreement to Ditch Company or the liability of District under this Agreement, to the extent seepage occurs or flow of water in the Ditch is otherwise impaired due to District's activities hereunder (excluding to the extent any seepage or impairment is due to the intentional misconduct or

negligence of Ditch Company or its stockholders, employees, agents, contractors, subcontractors, licensees, or invitees), District shall make such repairs as are necessary to stop it, including, without limitation, installation of bentonite slurry lining material. District agrees that it will not prevent, impede, or restrict Ditch Company's vehicular access to the Ditch. If the installation, maintenance, repair, or operation of the Pipeline by District interrupts Ditch Company's ability to deliver water, District shall, at District's sole expense and in coordination with Ditch Company, take commercially reasonable actions to resume flow of water in the Ditch as soon as possible. Without limitation, such actions may include installation of a bypass channel or culvert of sufficient capacity to deliver water past the location of the Pipeline and obtaining replacement water to be delivered below the point where the Pipeline crosses the Ditch commensurate with the demands for water below that point. In addition to taking such remedial actions, District acknowledges and agrees to take all commercially reasonable steps necessary to promptly repair the Ditch except to the extent caused by the negligence or intentional misconduct of Ditch Company or its stockholders, employees, agents, contractors, subcontractors, licensees, or invitees. Further, District acknowledges and agrees to taking remedial action and repairing the Ditch, except to the extent caused by the negligence or intentional misconduct of Ditch Company or its stockholders, employees, agents, contractors, subcontractors, licensees, or invitees. Ditch Company may incur additional damages as a result of its inability to deliver water to the extent caused by District's activities hereunder, and District shall be responsible for all such additional damages.

14. Any and all excavations made by District in constructing, laying, installing, maintaining, repairing, replacing, operating, inspecting, surveying, and/or removing the Pipeline shall be immediately leveled off, and any damage to the Ditch, the Ditch Easement, embankments, fences, roads or other property associated with the Ditch to the extent caused by District (excluding the damage caused by the intentional wrongdoing or negligence of Ditch Company or its stockholders, employees, agents, contractors, subcontractors, licensees, or invitees) shall be promptly repaired by District to the commercially reasonable satisfaction of Ditch Company at the expense of District.

15. District agrees that it will at all times maintain the Pipeline and repair all breaks, leaks, and damages therein and thereto at their own expense, except to the extent caused by the negligence or intentional misconduct of Ditch Company or its stockholders, employees, agents, contractors, subcontractors, licensees, or invitees. District further agrees that, except to the extent caused by the negligence or intentional misconduct of Ditch Company or its stockholders, employees, agents, contractors, subcontractors, licensees, or invitees, if by reason of any break, leak or damage to the Pipeline, damage in and to the Ditch or the Ditch Easement caused by District, and injury to the properties of Ditch Company and its embankments caused by District is sustained, including damages sustained by Ditch Company's stockholders or water users, then District will, with all due diligence and at their own expense, repair and replace such property to the substantially same condition as such property was in prior to such break, leak or damage in and to the Pipeline. If the installation, maintenance, repair or operation of the Pipeline by District contaminates Ditch Company's water supply such that it is no longer fit for the purposes used as of the Effective Date, District shall, at District's sole expense and in coordination with Ditch Company, take all commercially reasonable actions necessary to resume flow of water of sufficient quality in the Ditch or as soon as possible. Without limitation, such actions may include installation

of a bypass channel or culvert of sufficient capacity to deliver water past the location of the Pipeline crossing the Ditch and obtaining replacement water to be delivered below such location commensurate with the demands for water below that point. In addition to taking such remedial actions, District acknowledges and agrees to take all commercially reasonable steps necessary to promptly repair the Ditch. Further, District acknowledges and agrees that notwithstanding the taking of such remedial action and repairing the Ditch, Ditch Company may incur additional damages as a result of its inability to deliver water, and District shall be responsible for all such additional damages.

16. District further agrees that, except to the extent caused by the negligence or intentional misconduct of Ditch Company or its stockholders, employees, agents, contractors, subcontractors, licensees, or invitees, if at any time the Pipeline cause(s) any settling in the Ditch embankments, the roads thereon, or any part of the Ditch, District will, at their own expense and upon notification by Ditch Company, immediately make all commercially reasonable repairs required by Ditch Company.

17. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, District further agrees to indemnify and hold harmless Ditch Company, their successors, assigns, employees, agents, and stockholders (collectively the “**Indemnified Parties**”) from any and all third party claims and damages to the extent caused by said Project and the construction, laying, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal of the Pipeline, including but not limited to damages sustained to water users with a right to receive water from Ditch Company through the Ditch, but excluding damage or loss to the extent caused by the negligence or intentional misconduct of Ditch Company or that of any of the Indemnified Parties. The District shall require their contractors to purchase and maintain and, to the extent permitted by the Colorado Special District Property and Liability Pool, District shall purchase and maintain such insurance as shall commercially reasonably protect District and Ditch Company from claims which may in any way arise out of or be in any manner connected with District’s performance of this Agreement, whether such claims arise out of the act or failure to act of District or of the direct or indirect agent, delegee, appointee, or employee of District. District shall also require its contractors to carry insurance in an amount customarily carried by prudent contractors, and to carry workers’ compensation insurance for its employees in statutory limits. All such insurance policies shall be endorsed to show that the insurers waive subrogation against Ditch Company, its directors, officers, employees, and stockholders. Except for workers’ compensation, automobile and professional liability insurance policies, the insurance policies of District’s contractor shall identify Ditch Company as an additional insured and, to the extent permitted by the Colorado Special District Property and Liability Pool, the liability insurance policy of District shall identify Ditch Company as an additional insured. Certificates of Insurances acceptable to Ditch Company shall be submitted to Ditch Company no less than three (3) business days before District commences any construction of the Project on the Property. The liability of the District is not limited to available insurance coverage.

18. If, in the future, Ditch Company should desire to enlarge, deepen or otherwise change or relocate the Ditch or to construct any other canal, ditch or waterway on the Ditch or to do any other thing incident to the operation of the Ditch or any other portion of the irrigation system of Ditch Company, so long as no emergency exists, Ditch Company shall communicate the

same to District at least one hundred and fifty (150) days prior to carrying out the aforementioned changes. All Parties hereto reserve their rights in law and equity as to the Ditch Company ability to make the above changes to the Ditch, which entities shall pay the cost of such change.

19. In the event of a dispute or a breach arising under this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs, in addition to any damages and/or equitable relief granted.

20. District agrees to pay the Ditch Company a non-refundable crossing fee of \$_____ upon the execution of this Agreement. The Ditch Company shall send the District its invoices for the above-described crossing fee. The District shall promptly pay such invoice within 30 days of receipt.

21. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by email with a delivery receipt requested or certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other Party or Parties. Such notice shall be deemed to have been given when the email is sent or three (3) business days after being deposited in the U.S. mail.

DITCH COMPANIES:

Graham Ditch Company

_____, _____, CO _____

Attention: General Manager

mickt@yahoo.com

970-454-3377

NWCWD

North Weld County Water

District Attn: General

Manager

P.O. Box 56

Lucerne, Colorado 80646

water@nwcwd.org

22. In the event of any failure by either Party to perform an obligation under this Agreement, the Party that has failed to perform shall not be considered to have breached this Agreement unless such failure continues for ten business days after such Party has received written notice from the other Party which states in reasonable detail the nature and extent of the failure and identifies the provision(s) containing the obligation(s) that have not been performed; provided, that if the nature of the failure to perform is such that it cannot feasibly be corrected within ten

business days, then, provided the failing Party continues to exercise reasonable diligence to correct the failure, such Party shall have such additional time as is reasonably necessary to cure the failure.

23. It is mutually understood and agreed that this Agreement and all the terms and conditions contained herein shall extend to and be binding upon the Parties hereto, their successors and assigns, and shall be recorded in the office of the Weld County Clerk and Recorder.

24. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. The rights and duties of the Parties under this Agreement shall inure to the benefit and burden of the successors and assigns of the Parties.

25. Venue for any litigation or arbitration arising under this Agreement shall be exclusively proper in Weld County, Colorado. This Agreement shall be construed and enforced pursuant to the provisions of the laws of the State of Colorado.

26. Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter covered herein. All previous negotiations, representations, and understanding between the Parties are incorporated and merged herein. This Agreement may be modified or altered only by a written agreement signed by both Parties.

27. Waiver. The failure of one of the Parties to insist upon the strict performance of any provisions of this Agreement or to exercise any right, power, or remedy upon a breach thereof does not constitute a waiver of that or any other provision of this Agreement or limit that party's, or any other party's, right thereafter to enforce any provision or exercise any right.

[SIGNATURES ON FOLLOWING PAGES]

Remainder of Page Intentionally Left Blank

GRANTOR: Graham Ditch Company, a Colorado Ditch Company

Address: _____

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 2025 by _____, as _____ of Graham Ditch Company, a
Colorado Ditch Company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

GRANTEE: NORTH WELD COUNTY WATER DISTRICT

32825 Co Rd 39

Lucerne, CO 80646

By: _____

Name: Tad Stout

Title: President

STATE OF COLORADO)

)ss.

COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Tad Stout, as President of North Weld County Water District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT "A" GRAHAM DITCH COMPANY AND NORTH WELD COUNTY WATER
DISTRICT
AGREEMENT FOR EATON PIPELINE PHASE III CROSSING OF THE GRAHAM SEEP
DITCH

Legal Description of the Property

Lot D, Recorded Exemption No. 0805-12-2 REX18-0087, recorded January 11, 2019 at Reception No.4459606, being a part of the Northwest ¼ of Section 12, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

EXHIBIT "B" GRAHAM DITCH COMPANY AND NORTH WELD COUNTY WATER
DISTRICT
AGREEMENT FOR EATON PIPELINE PHASE III CROSSING OF THE GRAHAM SEEP
DITCH

Plans
Attached



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

April 2, 2025

EagleRidge LLC, Developer
33130 CR 33
Greeley, CO 80631

Eddie Davis – All About Properties, Agent
P.O. Box 337721
Greeley, CO 80633

Subject: Water Service Request, EagleRidge LLC Property, Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). EagleRidge LLC shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, **sign a Petition for Inclusion**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

North Weld County Water District

Date

(Acknowledgement and Agreement by Developer follows.)



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646
P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997
WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Developer will pay all reasonable expenses of such counsel.

EagleRidge LLC

_____ Date

By: _____

Name: _____

Its: _____



NORTH WELD COUNTY WATER DISTRICT

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P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

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EXHIBIT A

Lots 27 through 33, Block 24, Townsite of Camfield, County of Weld, State of Colorado.

(Street Address: 39350 Blvd D, Eaton, CO)

Weld County Parcel Number: 071118017008

EXHIBIT B
NORTH WELD COUNTY WATER DISTRICT
AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

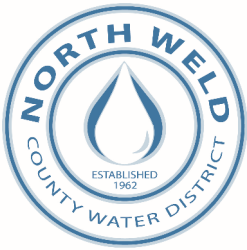
D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.

III. Under Dedicated Commercial Customer Dedication Requirements

Non-residential or wholesale water meter users ("Commercial Customers") determined by the District to have not previously dedicated water resources sufficient to meet their current usage ("Under Dedicated Commercial Users") shall be allowed to dedicate additional water resources to the District in an amount equal to the difference between the amount of water resources already dedicated to the District and fifty percent (50%) of the Commercial Customer's "Calculated Maximum Annual Volume" (defined below).

Calculated Maximum Annual Volume is calculated as the most recent five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%).

In general, a Commercial Meter is classified as a water tap with an allocation of more than four (4) acre-feet of water.



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee		Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%		228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)						
75% Tap	75%	100%	100%	100%		171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use						
50% Residence Tap	50%	100%	100%	100%		114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise						
A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)							
Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.							

Table No. 2 – District Tap Fees

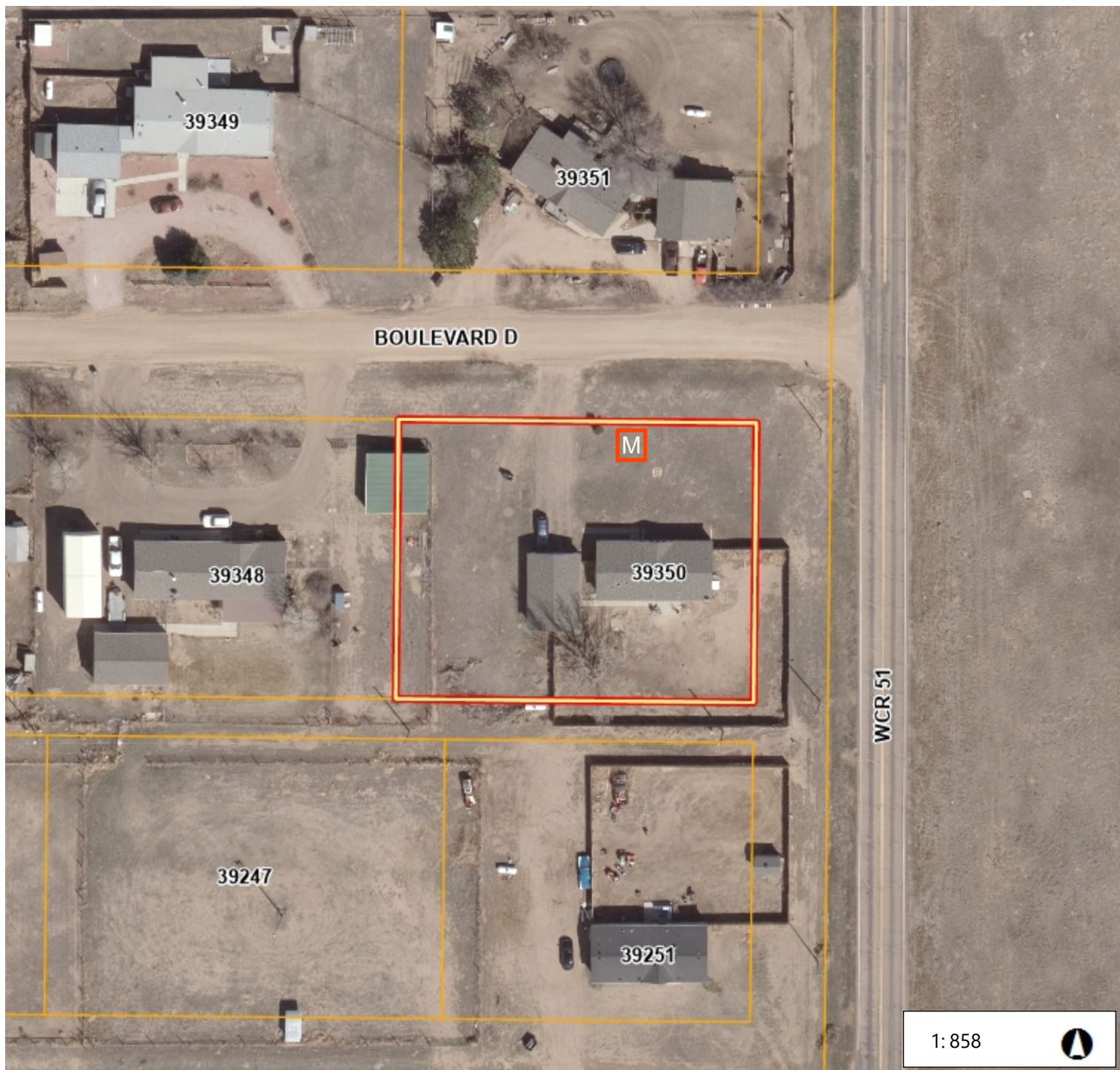
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$6,000
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (18 miles)	\$9,000		
TOTAL Up-Front COSTS PER TAP	\$110,400 Full Standard Tap		
See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure	35 psi		
Normal Pressure Range	45 psi to 55 psi		
Maximum Pressure	60 psi		

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$29.94 Minimum
6,000 gallons and up	\$4.99 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
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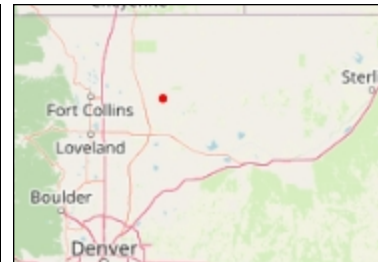


Legend

- Parcels
- Highway
- County Boundary

North Weld County Water District water service is available, according to the terms of this letter, to:

Lots 27 through 33, Block 24, Townsite of Camfield, also known as 39350 Blvd D.



143.0 0 71.51 143.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

RESOLUTION NO. 20250414-01

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
NORTH WELD COUNTY WATER DISTRICT**

AMENDING A BOARD OF DIRECTORS POLICY MANUAL

WHEREAS, on October 10, 2019, North Weld County Water District (the “District”) Adopted *Board of Directors Policy Manual* (the “Policy”); and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is necessary and in the best interest of the District to amend the Policy to clarify expected conduct of members of the Board of Directors, and the conduct of meetings of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption. The Board hereby adopts the North Weld County Water District Residential Drought Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the President of the District and the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.
3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.
4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.
5. Severability. If any term or provision of the Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Policy as a whole but shall be severed from the Policy, leaving the remaining terms or provisions in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

APPROVED AND ADOPTED THIS 14TH DAY OF APRIL, 2025.

NORTH WELD COUNTY WATER DISTRICT, a
quasi-municipal corporation and political subdivision
of the State of Colorado

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Adopting a Board of Directors Policy Manual

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT BOARD OF DIRECTORS POLICY MANUAL TABLE OF CONTENTS

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BOARD OF DIRECTORS POLICY MANUAL
OF THE
NORTH WELD COUNTY WATER DISTRICT

PART I - GENERAL RULES

RULE I-1: Purpose

The purpose of this Policy Manual is to provide guidelines for the conduct of the Board of Directors (sometimes referred to as "Board") of the North Weld County Water District ("District").

RULE I-2: Suspension of Rules

Any of the within rules not required by law may be suspended by a majority vote of the Board.

RULE I-3: Alteration, Amendment or Repeal

Any rule may be altered, amended or repealed at a duly noticed meeting by a majority vote of the Board.

PART II - BASIS OF AUTHORITY

RULE II-1: Authority of Board

The Board of Directors is the governing authority of this District. Apart from his/her normal function as a part of this unit, or as directed by the Board, no member of the Board (sometimes referred to herein as a "Director") may commit the District to any policy, act or expenditure. All powers, privileges and duties vested in or imposed upon the District shall be exercised and performed by and through the Board. The Board may delegate to officers, employees and agents of the District any or all administrative and ministerial powers.

RULE II-2: Representation

The Board of Directors as a whole should not represent any factional segment of the District, but rather represent and act for the District as a whole.

RULE II-3: Governing Laws

The Board of Directors shall comply with and be guided by applicable state laws and regulations, including the Colorado Special District Act, and applicable federal laws and regulations.

PART III - BOARD STRUCTURE

RULE III-1: Officers

Annually, at the first regular Board meeting following the biennial election of Board members, and during the same month in the following year, the Board shall select a President, Vice President, Secretary and Treasurer for the next calendar year.

RULE III-2: President

The President shall perform the duties of presiding officer at all meetings of the Board of Directors and shall carry out the resolutions and orders of the Board of Directors and perform such other duties as the Board of Directors prescribes.

The President shall be the Board's liaison to the Manager (defined below), and shall work with the Manager to develop the Board agenda prior to each Board meeting. The President shall convey the Board's actions and directions to the Manager, and shall monitor the Manager's progress on Board directives and policies.

The President is authorized to sign all official documents of the District.

RULE III-3: Vice President

When the President resigns or is absent or disabled, the Vice President shall perform the President's duties. When the President disqualifies himself/herself from participating in an agenda item, the Vice President shall perform the duties of the presiding officer.

RULE III-4: Secretary

The Secretary does not have to be a member of the Board, and shall be responsible for seeing that accurate minutes of Board meetings are kept and preserved.

RULE III-5: Treasurer

The Treasurer shall be a member of the Board, and shall be responsible for seeing that appropriate financial procedures are in place, and that accurate financial records are kept. The Treasurer shall also be responsible to see that an annual budget is prepared and adopted pursuant to the provisions of the Colorado Budget Act.

RULE III-6: Manager

The Board may appoint a manager ("Manager") to serve for such term and upon such conditions, including compensation, as the Board may establish. The Manager shall have general supervision over the administration of the affairs, employees and business of the District and shall be charged

with the hiring and discharging of employees and the management of District properties. The Manager shall have the care and custody of the general funds of the District and shall deposit or cause to be deposited the same in the name of the District in such banks or savings associations as the Board may select.

RULE III-7: Committees

The Board may create standing or ad hoc committees at its discretion. Committee motions and recommendations shall be advisory to the Board and not commit the District to any policy, act or expenditure nor may any committee direct staff to perform specific duties unless authorized by the Board.

PART IV - CODE OF ETHICS

RULE IV-1: Objectives

The Board of Directors of the District is committed to providing excellence in legislative leadership that results in the provision of the highest quality services and representation on behalf of the District's constituents. In order to assist in the government of the behavior between and among members of the Board of Directors, the following guidelines are recommended:

IV-1A Respect: The dignity, style, values and opinions of each Director shall be respected.

IV-1B Listening: Responsive and attentive listening in communication is encouraged.

IV-1C Representation: The needs and desires of the District's constituents should be the priority of the Board of Directors.

IV-1D Responsibility: The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to the District's Manager for implementation.

IV-1E Attitude: Directors should commit themselves to emphasizing the positive, avoiding double talk, hidden agendas, backbiting and other negative forms of interaction.

IV-1F Issue Orientation: Directors should commit themselves to focusing on issues and not personalities. The presentation of the opinions of others should be encouraged. Cliques and voting blocs based on personalities rather than issues should be avoided.

IV-1G Openness: Different viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinion. Once the Board of Directors takes action by majority vote, all Directors should support the action, and not create barriers to the implementation of such action. There should be no minority opinions or individual disagreement with the action publicly expressed once District action is taken by the Board.

IV-1H Fiduciary Responsibility: In addition to the guidelines outlined above, the Directors acknowledge their fiduciary responsibility to act in the best interest of the District, which includes but is not limited to comporting their behavior to protect the District from future lawsuits and litigation.

RULE IV-2: Information

Directors should abide by the following procedures:

IV-2A Clarification: In seeking clarification on informational and policy items, Directors should directly approach the Manager to obtain information needed to supplement, upgrade or enhance their knowledge to improve legislative decision making. It is preferred that such clarification is sought during Board meetings, where all Directors receive the same information.

IV-2B Complaints: In handling complaints from residents and property owners of the District, said complaints should be referred to the Manager. Board members should refrain from attempting to handle complaints without the involvement of the Manager. Board members should not comment on complaints nor assume their validity before they have been appropriately reviewed and resolved.

IV-2C Safety: Items related to safety, concerns for safety or hazards should be reported to the Manager or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.

IV-2D Policy: In seeking clarification for administrative policy-related concerns, especially those involving personnel, legal action, land acquisition, finances, and programming, said concerns should be directed to the Manager.

RULE IV-3: Interaction with Staff

When approached by District personnel concerning specific District policy, Directors should direct inquiries to the Manager or the appropriate staff supervisor. **The chain of command should be followed.**

RULE IV-4: Team Effort

The smooth working of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

RULE IV-5: Constituent Requests

When responding to constituent requests and concerns, Directors should be courteous, responding to individuals in a positive manner and routing their questions through appropriate channels and to responsible management personnel.

RULE IV-6: Interaction with Manager

Directors should develop a working relationship with the Manager wherein current issues, concerns and District projects can be discussed comfortably and openly. The Manager shall not play favorites among Board members, but shall treat all Board members equally, and with dignity and respect.

RULE IV-7: Board as a Whole

Directors should function as part of the whole Board. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.

RULE IV-8: Monitoring Progress

Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

RULE IV-9: Preparation

Directors shall thoroughly prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from staff through the Manager, or exchanged between Directors between meetings, within the limits of the Colorado Open Meetings Act.

RULE IV-10: Staff Notes

Information that is exchanged before the meetings shall be distributed through the Manager, and all Directors will receive all information being distributed.

RULE IV-11: Courtesy

Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.

RULE IV-12: Questions

Directors shall defer to the President for conduct of meetings of the Board, but shall be free to question and discuss items on the agenda. All comments should be confined to the matter being discussed by the Board and personal attacks and insinuations should be avoided.

RULE IV-13: Minutes

Minutes shall include a summary of actions taken, including actual motions made and properly seconded, with the number of votes for and against, but shall not include the Directors voting for and against, unless a Director requests that the minutes reflect his or her vote on the motion.

Minutes shall list the Directors who are absent at the meeting, with a notation of whether the

absence is excused or not excused, as determined by the Board.

Directors may request that brief comments pertinent to an agenda item (including, if desired, a position on abstention or dissenting vote) be included in the minutes of a meeting. Such a request shall be made only at the meeting that item is discussed.

RULE IV-14: Conflict of Interest

Directors shall abstain from participating in consideration of any item involving a legally prohibited conflict of interest. Unless such a conflict exists, however, Directors should not abstain from the Board's decision-making responsibilities, including voting on all action items.

PART V - BOARD MEETING PROCEDURES

RULE V-1: Regular Meetings

Regular meetings of the Board of Directors shall be held at the principal office of the District on a day and at a time established by the Board. The date, time, and place of regular meetings shall be reconsidered annually at the first meeting of the Board for that year.

RULE V-2: Special Meetings (Non-Emergency)

Special meetings (non-emergency) of the Board of Directors may be called by any Director by informing the other Directors of the date, time and place of such special meeting, and the purpose for which it is called, and by posting notice as provided in C.R.S. 32-1-903 and C.R.S. 24-6-402.

V-2A: Agenda: An agenda shall be prepared as specified for the regular and special Board meetings and shall be included with the notice of the meeting as posted twenty-four (24) hours in advance of the meeting. The agenda shall include all items of business to be considered, as nearly as known at the time of the posting.

V-2B: New Business: Only those items of business listed in the call for the special meeting shall be considered at the special meeting.

RULE V-3: Special Meetings (Emergency)

In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened immediate disruption of public facilities, the Board of Directors may hold an emergency special meeting without complying with the twenty-four (24) hour notice required above. An emergency situation means a crippling disaster which severely impairs public health, safety or both, as determined by the Manager and Board President or Vice President in the President's absence. An emergency meeting may be called by the Board President or any two (2) Board members. All members of the Board shall receive notice of such meeting, as far in advance of the meeting as possible. Only items relevant and necessary to dealing with the emergency shall be considered at the emergency meeting.

RULE V-4: Adjourned Meetings

A majority vote by the Board of Directors may terminate any Board meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if a quorum is lacking at any regular or adjourned meeting, the Manager may declare the meeting adjourned to a stated time and place, and he/she shall cause a written notice of adjournment to be given to those specified above.

RULE V-5: Order of Agenda

The presiding officer of the meeting described herein shall determine the order in which the agenda items shall be considered for discussion and/or action by the Board.

RULE V-6: Meeting Room Preparation

The President and the Manager shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate, including the use of teleconference systems for meeting attendance by the Board of Directors, consultants, and members of the public.

RULE V-7: Motions and Resolutions

All actions of the Board necessary for the governance and management of the affairs of the District shall be by passage of motions or resolutions.

PART VI - BOARD MEETING CONDUCT

RULE VI-1: Conduct of Meetings

Meetings of the Board of Directors shall be conducted by the President in a manner consistent with the policies of the District. The latest edition of Robert's Rules of Order, Revised shall also be used as a general guideline for meeting protocol. District policies shall prevail whenever they are in conflict with Robert's Rules of Order, Revised.

RULE VI-2: Conduct Objective

The conduct of meetings shall, to the fullest extent possible, enable Directors to consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems and receive, consider and take any needed action with respect to reports of accomplishments of District operations. Directors shall not make unprovoked or unilateral criticisms of any District employee. All charges or complaints by a Director against an employee shall first be formally submitted in writing to the Board President and Manager for resolution prior to being addressed at a Board meeting.

RULE VI-3: Public Input

Provisions for permitting any individual or group to address the Board concerning any item on the agenda of a special meeting, or to address the Board at a regular meeting on any subject that lies within the jurisdiction of the Board of Directors, shall be as follows:

VI-3A Time Limits: The President, unless a majority of the Board objects, may allot a maximum amount of time for each speaker and a maximum amount of time to each subject matter.

VI-3B Boisterous Conduct: No boisterous conduct shall be permitted at any Board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the President, of the speaker's privilege of address.

VI-3C Allegations: No oral presentation shall include any charges or complaints against any District employee, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against an employee shall first be submitted in writing to the Board of Directors. The Board has an obligation to make reasonable efforts to protect employees from harassment and allegations.

VI-3D: Receipt of Charges/Complaints: Upon receipt of a written charge or complaint against an Employee, any Director shall refer the complaint to the President, who will make a reasonable inquiry to determine whether the complaint should be referred to the District Manager and/or whether further Board action is necessary. During such a process, the Board shall not comment on the Employee or complaint in any Board meeting.

RULE VI-4: Willful Disruption

Willful disruption of any meeting of the Board of Directors shall not be permitted. If the President, with the concurrence of the Directors, finds that there is in fact willful disruption of any meeting of the Board, he/she may order the room cleared and subsequently conduct the Board's business, allowing only those persons who, in his/her opinion, were not responsible for the willful disruption to re-enter the meeting room before any further business is conducted.

VI-4A New Business: In such an event, only matters appearing on the agenda may be considered in such a session.

RULE VI-5: Quorum and Majority

Action can only be taken by the vote of the majority of the Board of Directors present at the meeting, provided a quorum is present. One (1) more than fifty percent (50%) of the number of Directors holding office at the time represent a quorum for the conduct of business. A majority shall consist of one (1) more than fifty percent (50%) of the Directors present and entitled to vote on an issue.

RULE VI-6: Abstentions

Where a Director abstains in a vote because of a potential conflict of interest, the Director shall be considered to be absent. Thus, action can only be taken by a majority of the Directors present, not counting the Director(s) abstaining because of a potential conflict of interest. Directors shall not abstain from voting for any other reason than potential conflict of interest.

RULE VI-7: Directions

The Board may give directions which are not formal action. Such directions include the Board's directives and instructions to the Manager. The President shall determine by consensus a Board directive and shall state it for clarification. Should any two (2) Directors challenge the statement of the President, a voice vote may be requested. A formal motion may be made to place a disputed directive on a future agenda for Board consideration, or to take some other action (such as to refer the matter to the Manager for review and recommendation, etc.). Informal action by the Board is still Board action and shall only occur regarding matters which appear on the agenda for the Board meeting during which said informal action is taken.

PART VII - PARLIAMENTARY PROCEDURE

RULE VII-1: Parliamentary Determinations

The presiding officer shall preserve order and decorum and shall decide questions of order subject to appeal to the Board.

RULE VII-2: Call for Question

A "call for question" shall be deemed a non-binding request that the presiding officer close debate and bring a motion to an immediate vote. The presiding officer may choose to continue discussion of the issue.

RULE VII-3: Motion to Close Debate

The "motion to close debate", if seconded, shall be a non-debatable motion, and shall have precedence over any other motion except for a parliamentary inquiry, or a motion to adjourn. Should the "motion to close debate" pass by a majority vote, the presiding officer shall thereafter immediately call the question on the pending motion.

RULE VII-4: Reconsideration (Same Meeting)

Any Director that voted on the prevailing side on a motion on an agenda item may move to reconsider that item at the same meeting. If seconded by any other Director and passed by majority vote, the effect of the motion is to vacate the earlier motion such that a new motion may be debated. The Board should not reverse a decision where the audience that provided public input to the initial action has departed.

RULE VII-5: Reconsideration (Subsequent Meeting)

Any two (2) Directors may request that an item resolved at an earlier meeting be added to the agenda of a subsequent meeting. The presiding officer may reject this request if no new information is presented to warrant further debate.

RULE VII-6: Motion to Continue

Any Director may move that an item be continued to a specific future Board meeting even if a main motion is pending consideration. If such a motion is seconded and passed, all consideration on that item is halted until the subsequent meeting.

RULE VII-7: Motion to Table

Any Director may move that an item be tabled for an indefinite time even if a main motion is pending consideration. If such a motion is seconded and passed, all consideration on that item is halted until the Director requests consideration on a subsequent agenda. Abrasive or disruptive actions of Board members, or other violations of the policies outlined herein shall be considered good cause to pass a motion to table an item.

Rule VII-8: Motion to Recess

Any Director may move for an immediate recess if they reasonably believe that the policies outlined herein are not being upheld by Board member(s), or that a Board members(s) are acting in a manner detrimental to the District. If such a motion is seconded and passed, the Board shall take an immediate fifteen (15) minute recess with the intention of returning to compliance of the policies outlined herein.

PART VIII - REMUNERATION

RULE VIII-1: Board Meeting Compensation

Board members' compensation shall be established by a Board resolution, as governed by C.R.S. 32-1-902(3). Staff will provide for payment of Board meeting attendance compensation on a monthly basis as a function of the Board meetings attended by each Board member. The District will not compensate Board members for ceremonial events, such as annual festivals, where no business is conducted, even if notice of such meeting was posted.

RULE VIII-2: Board Member Expenses

Board members that incur expenses for activities on behalf of the District at the request of the Board shall be reimbursed as authorized by the Board from time to time.

NORTH WELD COUNTY WATER DISTRICT

RESOLUTION 2025-____

**A RESOLUTION TO FILE A DILIGENCE APPLICATION TO CONTINUE THE
CONDITIONAL WATER APPROPRIATIVE RIGHTS OF EXCHANGE DECREED IN CASE NO. 03CW421**

WHEREAS, the North Weld County Water District ("District") exists pursuant to and in accordance with the provisions of §§32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its residents, and users; and

WHEREAS, the District owns, maintains, and operates a system for the storage and distribution of potable water within Weld and Larimer Counties, Colorado; and

WHEREAS, the District obtained a water court decree in Case No. 03CW421, District Court, Water Division No. 1, adjudicating conditional appropriative rights of exchange for a number of conditional exchanges within the Cache La Poudre basin in support of the change of water rights decreed therein ("Subject Water Rights"); and

WHEREAS, the Subject Water Rights are critical elements of the District's integrated water supply plan under § 37-32-301, C.R.S., as decreed in Case No. 03CW421; and

WHEREAS, under the Water Right Determination and Administration Act of 1969, §§ 37-92-101, *et seq.*, C.R.S. ("1969 Act"), a party must file an application either evidencing the perfection of its conditional rights or demonstrating that the party has diligently pursued the perfection of its conditional rights no later than the last day of the month six years from the entry to the decree for such conditional rights; and

WHEREAS, in accordance with the 1969 Act, the District subsequently filed for and, on June 4, 2019, received findings of reasonable diligence towards the perfection of the Subject Water Rights in Case No. 18CW3064, District Court, Water Division No. 1; and

WHEREAS, because the decree in Case No. 18CW3064 was entered by the Court on June 4, 2019, the deadline for filing an application for continued diligence for the Subject Water Rights is June 30, 2025; and

WHEREAS, the Board further re-affirms that the Subject Water Rights continue to be critical elements of the District's integrated water supply plan and of its operation of the District system and augmentation plan; and

WHEREAS, the Board affirms its intent to file an application in water court seeking a finding that it has been continuously diligent in its pursuit to perfect the Subject Water Rights during the six-year diligence period from July 2019 through the present time.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT, THAT:

1. The Board authorizes and directs its staff, consultants, and legal representatives to conduct such work as necessary to prepare and file an application in water court on or before June 30, 2025 seeking a finding that it has been continuously diligent in its pursuit to perfect the

Subject Water Rights as decreed in Case No. 03CW421 and confirmed in Case No. 18CW3064, during the six-year diligence period from July, 2019 through the present time.

2. This Resolution, as adopted by the Board, shall be numbered and recorded in the official records of the District.
3. This Resolution shall be effective immediately upon adoption and shall remain in full force and effect until modified or rescinded by further affirmative action of the Board.

INTRODUCED AND ADOPTED this ____ day of _____, 2025.

_____, President

A motion to adopt the foregoing Resolution was duly moved by Director _____ and seconded by Director _____, put to a vote and carried upon the following vote:

Those Directors voting YES:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Those Directors voting NO:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTEST:

_____, Secretary

- 8. Discussion and Action: Consider Approval of Amended and Restated Wholesale Customer Water Service Agreements (enclosure, privileged and confidential separate cover)**
 - a. Town of Nunn - WSA**
 - b. Town of Pierce - WSA**
 - c. Town of Severance**
 - i. Wholesale Discount Reinstatement**
 - ii. Plant Investment Request**
 - iii. WSA**
 - d. NCWA Variance Request on March 1, 2025, Deadline For WSA**
- 9. Action: Consider Approval of Settlement Agreement for Cost Related to Booth Land Tile Drain Crossing, Eaton Pipeline Phase 0 (enclosure, privileged and confidential separate cover)**
- 10. Action: Consider Approval of Commercial Sector Under Allocated Letter of Intent (enclosure, privileged and confidential separate cover)**



North Weld County Water District
32825 CR 39 P.O. Box 56
Lucerne, CO 80646
Phone: (970)356-3020
Fax: (970)395-0997

RE: Wholesale Discount

Mr. Reckentine,

Please accept this letter as a formal request from the Town of Severance to reinstate our wholesale discount. Our new elevated water tank is now fully operational, and the town can store up to 2.5 million gallons.

Thank you,

Nicholas J. Wharton, MPA, ICMA-CM
Town Manager
Town of Severance

XXXXXX



April 8, 2024

North Weld County Water District
32825 CR 39 P.O. Box 56
Lucerne, CO 80646
Phone: (970)356-3020
Fax: (970)395-0997

RE: WSA ASPIT Purchase

Mr. Reckentine,

Please accept this letter as a formal request from the Town of Severance to increase our ASPIT purchase to 300 with the potential agreement of a new WSA between the Town and North Weld County Water District. These 300 ASPITs will provide the needed service for the Town and allow the North Gate Subdivision, which includes commercial, multifamily, a school site, and single-family residential, to proceed with the Final Platting process.

Thank you,

Nicholas J. Wharton, MPA, ICMA-CM
Town Manager
Town of Severance

XXXXXX

From: Joe Huffaker <joe.ncwa@cowisp.net>
Sent: Thursday, April 10, 2025 11:14 AM
To: Eric Reckentine <ericr@nwcwd.org>
Cc: Garret Mick <garretm@nwcwd.org>
Subject: Re: New Template WSA - revised January 2025

Hi all,

I would like to request a variance to the March 1st deadline and would also like to negotiate an amended WSA. Thank you so much!

Joe Huffaker
Operations Manger / ORC
Northern Colorado Water Association
Cell 970-566-1003
Fax 970-568-0000
Joe.ncwa@cowisp.net

RESOLUTION NO. 20250414-03

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
NORTH WELD COUNTY WATER DISTRICT**

**AMENDING A POLICY REGARDING APPROVING OF DEVELOPMENT
DOCUMENTS AND AGREEMENTS (3rd Amendment)**

WHEREAS, on June 10, 2024, North Weld County Water District (the “District”) Adopted Resolution No. 20240610-01, *Amending a Policy Regarding Approving of Development Documents and Agreements* (the “Resolution”), which adopted the North Weld County Water District Policy Regarding Approving Development Documents and Agreements (“Policy”); and

WHEREAS, under the Resolution the District expressly reserved the right to amend the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects and affairs of the District; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is necessary and in the best interest of the District to amend the Policy to clarify the process and order of events for the District’s review and approval of development documents and agreements existing or under allocated customers already receiving water service from the District needing the District’s review and approval of development documents and agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Pursuant to the findings set forth above, the Board hereby amends the Policy as set for the below:

NORTH WELD COUNTY WATER DISTRICT

**POLICY REGARDING APPROVING DEVELOPMENT DOCUMENTS AND
AGREEMENTS**

1. Development documents and agreements shall be approved by District Management, the Board of Directors, and/or the District Engineer according to the chart set forth below.

Development Class	Required Agreements/Documents	Approved by District Management	Approved by Board of Directors at Public Meeting

			(May be approved under consent agenda absent specific issues.)
Single Tap (Vacant Land, 35+ Acre Division, Well Replacement, Accessory Dwelling Unit, Zoning Permit for Manufactured Home/Structures)			
Residential	Letter of Intent or Tap Purchase Agreement	X	X
Tap Allocation Relocation or Assignment <i>Property Sales with pre-existing tap</i>	Assignment Sheet	X	
<i>Assignments from one property or tap to another</i>	Assignment Sheet	X	
2-4 Taps (Family Farm Division, Lot Line Adjustment, Resubdivision)			
No Infrastructure	Letter of Intent		X
Additional Infrastructure	Letter of Intent		X
	Water Service Agreement		X
Major Subdivision/PUD, Minor Subdivision, Commercial			
PUDs Requiring Infrastructure	Construction Drawings and Final Plat	X*	
	Letter of Intent		X
	Raw Water Dedication Agreement		X
	Water Service Agreement		X

Commercial for 50% Variance	Letter of Intent		X
	or Tap Purchase Agreement		X
New Commercial	Dedication Agreement		X
	Water Service Agreement		X
Existing/Under- Allocated Commercial Users	Letter of Intent		X
	Water Service Agreement		X
	Dedication Agreement		X

*The District's engineer may approve construction drawings and final plats in lieu of the District Manager approving such items.

2. Any agreement approved by District Management must also be included on a Board meeting agenda so that the Board may take formal action in order to make District Management's approval effective. Such Board actions shall be reflected in Board meeting minutes.
3. The procedure for processing all Letters of Intent is as follows:
 - a. District management staff produces Letter of Intent and releases it to the Developer(s) for signature(s).
 - b. Once the Developer(s) returns the Letter of Intent, it will be placed on the next Board agenda.
 - c. If approved by Board of Directors, a Board Member will sign the Letter of Intent.
 - d. Within 5 business days of the Board Meeting, District Management staff will record the Letter of Intent with the applicable County.
 - e. Upon receipt of the recorded Letter of Intent, District Management will provide a copy to the Developer for their records and use in the county process.
4. The process for review and approval of development documents and agreements shall generally follow the order of events set forth below. Ag Commercial may be exempt from portions of this process (i.e. final plat requirement, etc...).
 - a. Applicant submits complete and most recent utility report, final plat, landscape plan, and construction drawings for review and comment.

- i. Approval of the utility report, final plat, landscape plan, and construction drawings will occur once all comments have been satisfied.
 - b. The Water Dedication and Construction Phasing finalized and presented to the District.
 - i. Applicant must define what type of water will be dedicated.
 - c. Upon review and approval of the Phasing Plans and dedication, a Water Dedication Agreement will be produced and must be approved by the Board of Directors prior to execution.
 - i. If applicable, diligence and/or dry up covenants will be required. A draft Water Service Agreement is an exhibit to the Water Dedication Agreement.
 - d. Applicant dedicates water to the District pursuant to Water Dedication Agreement.
 - e. Final Plat signed.
 - f. Water Service Agreement signed.
 - g. Applicant proceeds with construction.
5. Under Allocated Customers. Any under allocated customers that do not enter into a Letter of Intent and Water Service Agreement in accordance with this Policy shall, annually, request additional water supply above their current allocation. In no event shall the District be obligated to provide additional water supply above a customer's allocation, and the District cannot guarantee the availability of additional capacity above any customer's allocation.

[remainder of page intentionally left blank]

2. The entire Policy, as amended by this Resolution, is attached hereto and incorporated herein as **Exhibit A**.

3. This Resolution and the amendment to the Policy shall be effective immediately. Except as specifically amended hereby, all the terms and provisions of the Policy shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

APPROVED AND ADOPTED THIS 14TH DAY OF APRIL, 2025.

NORTH WELD COUNTY WATER DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

*Signature page to Resolution Amending a Policy Regarding Approving Development Documents
and Agreements (3rd Amendment)*

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

POLICY REGARDING APPROVING DEVELOPMENT DOCUMENTS AND AGREEMENTS

1. Development documents and agreements shall be approved by District Management, the Board of Directors, and/or the District Engineer according to the chart set forth below.

Development Class	Required Agreements/Documents	Approved by District Management	Approved by Board of Directors at Public Meeting (May be approved under consent agenda absent specific issues.)
Single Tap (Vacant Land, 35+ Acre Division, Well Replacement, Accessory Dwelling Unit, Zoning Permit for Manufactured Home/Structures)			
Residential	Letter of Intent or Tap Purchase Agreement	 X	 X
Tap Allocation Relocation or Assignment <i>Property Sales with pre-existing tap</i>	Assignment Sheet	X	
<i>Assignments from one property or tap to another</i>	Assignment Sheet	X	
2-4 Taps (Family Farm Division, Lot Line Adjustment, Resubdivision)			
No Infrastructure	Letter of Intent		X
Additional Infrastructure	Letter of Intent		X

	Water Service Agreement		X
Major Subdivision/PUD, Minor Subdivision, Commercial			
PUDs Requiring Infrastructure	Construction Drawings and Final Plat	X*	
	Letter of Intent		X
	Raw Water Dedication Agreement		X
	Water Service Agreement		X
Commercial for 50% Variance	Letter of Intent or Tap Purchase Agreement		X X
New Commercial	Dedication Agreement		X
	Water Service Agreement		X
Existing/Under-Allocated Commercial Users	Letter of Intent		X
	Water Service Agreement		X
	Dedication Agreement		X

*The District's engineer may approve construction drawings and final plats in lieu of the District Manager approving such items.

2. Any agreement approved by District Management must also be included on a Board meeting agenda so that the Board may take formal action in order to make District Management's approval effective. Such Board actions shall be reflected in Board meeting minutes.
3. The procedure for processing all Letters of Intent is as follows:
 - a. District management staff produces Letter of Intent and releases it to the Developer(s) for signature(s).
 - b. Once the Developer(s) returns the Letter of Intent, it will be placed on the next Board agenda.
 - c. If approved by Board of Directors, a Board Member will sign the Letter of Intent.

- d. Within 5 business days of the Board Meeting, District Management staff will record the Letter of Intent with the applicable County.
 - e. Upon receipt of the recorded Letter of Intent, District Management will provide a copy to the Developer for their records and use in the county process.
- 4. The process for review and approval of development documents and agreements shall generally follow the order of events set forth below. Ag Commercial may be exempt from portions of this process (i.e. final plat requirement, etc...).
- a. Applicant submits complete and most recent utility report, final plat, landscape plan, and construction drawings for review and comment.
 - i. Approval of the utility report, final plat, landscape plan, and construction drawings will occur once all comments have been satisfied.
 - b. The Water Dedication and Construction Phasing finalized and presented to the District.
 - i. Applicant must define what type of water will be dedicated.
 - c. Upon review and approval of the Phasing Plans and dedication, a Water Dedication Agreement will be produced and must be approved by the Board of Directors prior to execution.
 - i. If applicable, diligence and/or dry up covenants will be required. A draft Water Service Agreement is an exhibit to the Water Dedication Agreement.
 - d. Applicant dedicates water to the District pursuant to Water Dedication Agreement.
 - e. Final Plat signed.
 - f. Water Service Agreement signed.
 - g. Applicant proceeds with construction.
- 5. Under Allocated Customers. Any under allocated customers that do not enter into a Letter of Intent and Water Service Agreement in accordance with this Policy shall, annually, request additional water supply above their current allocation. In no event shall the District be obligated to provide additional water supply above a customer's allocation, and the District cannot guarantee the availability of additional capacity above any customer's allocation.

**First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO**

REENGROSSED

*This Version Includes All Amendments
Adopted in the House of Introduction*

LLS NO. 25-0744.01 Richard Sweetman x4333

HOUSE BILL 25-1211

HOUSE SPONSORSHIP

Stewart R. and Lieder, Woodrow

SENATE SPONSORSHIP

Bridges,

House Committees

Transportation, Housing & Local Government

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING THE PROVISION OF WATER SERVICE BY SPECIAL**
102 **DISTRICTS, AND, IN CONNECTION THEREWITH, REQUIRING A**
103 **SPECIAL DISTRICT TO SATISFY CERTAIN REQUIREMENTS WHEN**
104 **ESTABLISHING THE AMOUNT OF A TAP FEE.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

A tap fee is a fee that is paid by a developer or property owner in order to connect a property to a public water or sewer system. Current law allows the board (board) of any sanitation, water and sanitation, or water

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

HOUSE
3rd Reading Unamended
March 17, 2025

HOUSE
Amended 2nd Reading
March 14, 2025

district (water district) to impose and set the amount of a tap fee.

The bill states that a board has a duty to provide water service if the water district has the capacity to do so. The bill also requires a board, in determining the amount of a tap fee, to:

- Ensure that the amount of the tap fee is reasonably related to the costs incurred by the water district in providing water service, which may include costs relating to the acquisition of water rights; and
- Take into consideration as supporting a reduced or proportional tap fee at least 2 of the following factors:
 - Expected long-term water usage, both indoor and outdoor;
 - The square footage of the unit;
 - The presence of low-water-usage appliances, if applicable;
 - The number of bedrooms and bathrooms; and
 - The presence of graywater treatment works, if applicable.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 32-1-1006, **amend**
3 (1)(g); and **add** (9) as follows:

4 **32-1-1006. Water and sanitation or water districts - additional**
5 **powers - special provisions - definition.** (1) In addition to the powers
6 specified in section 32-1-1001, the board of any sanitation, water and
7 sanitation, or water district has the following powers for and on behalf of
8 such district:

9 (g) To fix and ~~from time to time to~~ ON OCCASION increase or
10 decrease tap fees IN ACCORDANCE WITH SUBSECTION (9) OF THIS SECTION.
11 The board may pledge ~~such~~ revenue RAISED FROM THE IMPOSITION OF TAP
12 FEES for the payment of any indebtedness of the special district.

13 (9) (a) THE BOARD OF A WATER AND SANITATION OR WATER
14 DISTRICT HAS A DUTY TO PROVIDE WATER SERVICE IF THE SPECIAL
15 DISTRICT HAS THE CAPACITY TO DO SO; EXCEPT THAT THIS SUBSECTION

1 (9)(a) DOES NOT APPLY TO SERVICE THAT IS PROVIDED OUTSIDE A
2 DISTRICT'S BOUNDARIES OR SERVICE AREA PURSUANT TO A CONTRACT.
3 THE TERMS OF SUCH A CONTRACT GOVERN THE TERMS OF SUCH
4 EXTRATERRITORIAL SERVICE. AS USED IN THIS SUBSECTION (9)(a),
5 "CAPACITY" INCLUDES CONSIDERATION OF THE PHYSICAL CAPACITY OF A
6 DISTRICT'S EXISTING INFRASTRUCTURE; THE LEGAL CAPACITY OF THE
7 DISTRICT, INCLUDING BUT NOT LIMITED TO THE SUFFICIENCY OF A
8 DISTRICT'S EXISTING WATER RIGHTS PURSUANT TO THE PROVISIONS OF ANY
9 RELEVANT DECREES TO PROVIDE WATER OR SEWER SERVICE TO NEW
10 CUSTOMERS; AND A DISTRICT'S FINANCIAL CAPACITY TO FUND ALL
11 REQUIRED INFRASTRUCTURE AND WATER RIGHTS WITHOUT CREATING
12 DETRIMENT OR HARM TO EXISTING CUSTOMERS.

13 (b) IN DETERMINING THE AMOUNT OF A TAP FEE AS DESCRIBED IN
14 SUBSECTION (1)(g) OF THIS SECTION, THE BOARD OF A WATER AND
15 SANITATION OR WATER DISTRICT SHALL:

16 (I) ENSURE THAT THE AMOUNT OF THE TAP FEE IS REASONABLY
17 RELATED TO ALL COSTS INCURRED BY THE DISTRICT IN FUNDING AND
18 PROVIDING WATER OR SANITATION SERVICE, WHICH COSTS MAY INCLUDE
19 COSTS RELATING TO INFRASTRUCTURE CONSTRUCTION AND ACQUISITION,
20 INCLUDING PERMITTED CAPACITIES FOR SUCH INFRASTRUCTURE, AS WELL
21 AS COSTS ASSOCIATED WITH WATER RIGHTS PLANNING AND THE
22 ACQUISITION AND DEVELOPMENT OF WATER RIGHTS, BUT WHICH COSTS DO
23 NOT INCLUDE COSTS RELATED TO ONGOING OPERATIONS, MAINTENANCE,
24 AND USAGE THAT IS CONSIDERED ROUTINE MONTHLY BILLING; AND

25 (II) BASED ON APPLICABLE PLUMBING CODES AND LAND USE
26 JURISDICTIONAL REQUIREMENTS, APPLY AT LEAST ONE OF THE FOLLOWING
27 FACTORS IN SUPPORTING THE CALCULATION AND SETTING OF

1 PROPORTIONAL OR REDUCED FEES:

2 (A) EXPECTED LONG-TERM WATER USAGE, BOTH INDOOR AND
3 OUTDOOR, INCLUDING THE EXISTENCE OF NONNATIVE TURF GRASS AND
4 USE OF WATER-WISE LANDSCAPING, WITH AN EMPHASIS ON NATIVE
5 PLANTS;

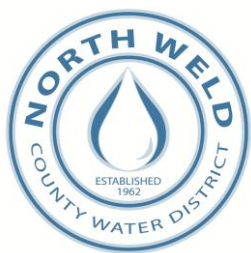
6 (B) THE SQUARE FOOTAGE OF THE UNIT OR THE NUMBER OF
7 BEDROOMS IN THE UNIT;

8 (C) THE PRESENCE OF LOW-WATER-USAGE APPLIANCES, IF
9 APPLICABLE;

10 (D) PER-UNIT FIXTURE COUNTS IN BATHROOMS, KITCHENS, AND
11 OTHER SPACES, INTERIOR AND EXTERIOR, THAT PROVIDE WATER OR
12 SANITATION SERVICE; AND

13 (E) THE PRESENCE OF GRAYWATER TREATMENT WORKS, AS
14 DEFINED IN SECTION 25-8-103 (8.4) AND AS MAY BE AUTHORIZED WITHIN
15 THE DISTRICT BOUNDARIES.

16 **SECTION 2. Act subject to petition - effective date.** This act
17 takes effect at 12:01 a.m. on the day following the expiration of the
18 ninety-day period after final adjournment of the general assembly; except
19 that, if a referendum petition is filed pursuant to section 1 (3) of article V
20 of the state constitution against this act or an item, section, or part of this
21 act within such period, then the act, item, section, or part will not take
22 effect unless approved by the people at the general election to be held in
23 November 2026 and, in such case, will take effect on the date of the
24 official declaration of the vote thereon by the governor.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

March 17, 2025

James Koehler, P.E.
Civil Engineer
City of Thornton Water Project
(720) 977-6209

RE: Thornton Water Pipeline – Segment E Waterline; Response Letter to March 4, 2025 Email

Dear Mr. Koehler:

As stated in Ditesco's February 19, 2025 letter, the North Weld County Water District ("District") remains concerned about the proximity of the proposed City of Thornton ("Thornton") Segment E Pipeline in Latham Parkway/County Road 13 from STA 403+00 to STA 412+50 and STA 414+10 ("Segment E Pipeline") to the District's existing 36-inch pipeline. As you know, the District's pipeline is the primary feed for water to Windsor and Severance.

The District is in receipt of Thornton's March 4, 2025 email response, and is aware of Thornton's position that there is not available space east of Thornton's proposed Segment E Pipeline due to fiber optic lines and the District's other waterlines. Additionally, that Thornton is unable to move outside of the right-of-way due to an IGA with Timnath, and therefore, Thornton is unable to make any further modifications to achieve the District's required 10 feet of horizontal separation between the pipelines. According to Thornton, it can only achieve approximately 9.5 feet of lateral separation (centerline to centerline) between the pipelines.

This letter is to inform Thornton that the District does not agree that the proposed location of Thornton's Segment E Pipeline, even as adjusted, provides sufficient space to safely install the Segment E Pipeline without compromising the safety or integrity of the District's pipeline. Thornton's actions during the installation of the Segment E Pipeline may cause disturbance or damage to the District's pipeline, which could result in an interruption or termination of water service to the communities or developments the District serves.

As a result, the District cannot accept a horizontal separation less than 10-feet between the outside of Thornton's proposed Segment E Pipeline and the outside of the District's pipeline. And, the District cannot authorize or provide exception to Thornton for the proposed Segment E Pipeline or any other restrictions stated in Ditesco's February 19, 2025 letter. The District strongly recommends that due to the soil and groundwater conditions, Thornton look to relocate the proposed Segment E Pipeline to achieve the necessary 10-feet of horizontal separation required by the District.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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In the event that Thornton does not relocate the proposed Segment E Pipeline, this letter is also to inform Thornton that Thornton will be liable for any damages suffered by the District as a result of Thornton's installation of the Segment E Pipeline. This includes any damages to the District's pipeline itself or any damages resulting from an interruption or termination of water service to the communities or developments the District serves. The District will not hesitate to take necessary legal action to protect its interests.

This correspondence is without prejudice to any of the District's rights, claims, and remedies, all of which are expressly reserved.

If you have any questions regarding these comments or would like further information, please contact me by phone at 970 356 3020 or email at Ericr@NWCWD.org.

Eric Reckentine

Eric Reckentine
District Manager, NWCWD

Northern Colorado Water Alliance (NOCO WA)

Draft Principles & Adoption Process

Updated March 2025 (*post-March meeting*)

Document Purpose:

- Incorporate the latest Alliance feedback—provided during the March 2025 meeting—into a draft for review at an April 2025 meeting.
- Outline the steps towards adoption of principles discussed during the January 2025 meeting.

Draft Letter/Resolution Language:

WHEREAS, Members of the Northern Colorado Water Alliance represent a variety of special districts, municipal and county governments, and utilities facing different **jurisdictional opportunities and challenges** regarding the protection of water;

WHEREAS, Northern Colorado's **high quality of life** is tied to the health and well-being of communities and depends directly on the availability of water resources;

WHEREAS, Water is a building block of the **regional economy** and is critical to the further economic development of the region;

WHEREAS, **Collaboration and partnerships** among water providers and other entities in Northern Colorado enable agreements to develop, maintain, and improve water storage, delivery, and treatment infrastructure that benefit water users in the region;

WHEREAS, It is the intent of the Northern Colorado Water Alliance to utilize collaboration and partnership to avoid harming communities within the region in the implementation of this resolution;

WHEREAS, Each water provider has the **right to acquire** sufficient water resources to meet its water users' current and future demand;

WHEREAS, Each individual water rights owner has the **right to sell and/or transfer** their water rights without diminishing the value of those rights;

WHEREAS, We respect the **current system of water rights** based on the doctrine of prior appropriation and other federal, state, and local laws and regulations that honor rights and obligations under existing agreements and water rights; and

WHEREAS, Availability of water for **agricultural, environmental, and recreational** uses is tied to the **economic and cultural value and character** of the region; therefore, be it

RESOLVED, That **[insert organization name here]** will support efforts to protect the quantity of water in the Northern Colorado region by retaining water for local beneficial use and discouraging the further transfer of water to entities within the Denver metropolitan area;

RESOLVED, That **[insert organization name here]** will support efforts to seek appropriate mitigation in circumstances where water must be transferred to the Denver metropolitan area in order to offset impacts to affected communities in the Northern Colorado region; and

RESOLVED, That **[insert organization name here]** will not utilize these principles to cause harm to other members of the Northern Colorado Water Alliance on the specific issue of retaining water in Northern Colorado.

Adoption Process:

During a meeting on January 16, 2025, members discussed the following general steps towards adoption, which have been refined based on group discussion during a meeting on March 21, 2025. The group agreed that it is most impactful to develop language that resonates with and can be signed by as many entities as possible but reached consensus that the group is comfortable if not all member entities are able to sign the document.

- Step 1.** Facilitators will **update** the Regional Principles document to reflect the latest Alliance input.
- Step 2.** Members will **review** these edits ahead of and during a virtual meeting in February to identify any changes needed to achieve consensus before sharing these principles more broadly.
- Step 3.** Facilitators will **incorporate final changes** and develop **talking points** for members' to use in their discussions with elected officials and decision-makers, including colleagues, Boards, and Councils.
- Step 4.** Members will begin (or continue) to **reach out to elected officials and decision-makers** (e.g., Sewer Board, City Council) to discuss the principles and identify remaining concerns that will shape final edits to the regional principles.
- Step 5.** Members will **share takeaways** from discussions with elected officials and decision-makers during the March and May 2025 Alliance meetings.
- Step 6.** By July 2025, the Regional Principles document will be ready for signatures of as many member entities as possible. Each entity that is ready to sign the document will sign an individual copy of the same language, and these will be collected into a larger document with a summary page outlining which entities have signed. Entities that are *not* ready to sign may explore the creation of one or more "minority reports" to articulate how their perspectives diverge from the rest of the Alliance.